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GERALD ARMSTRONG and THE  
6 GERALD ARMSTRONG CORPORATION

FILED

JAN 13 1995

HOWARD HANSON  
MARIN COUNTY CLERK  
by M. Louten, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF MARIN

10 CHURCH OF SCIENTOLOGY INTERNATIONAL, )  
11 a California not-for-profit )  
12 religious corporation, )

13 Plaintiff, )

14 vs. )

15 GERALD ARMSTRONG; MICHAEL WALTON; )  
16 THE GERALD ARMSTRONG CORPORATION )  
a California for-profit )  
17 corporation; DOES 1 through 100, )  
inclusive, )

18 Defendants. )  
19

No. 157 680

**ARMSTRONG'S EVIDENCE IN  
OPPOSITION TO MOTION FOR  
SUMMARY ADJUDICATION OF  
FOURTH, SIXTH AND ELEVENTH  
CAUSES OF ACTION**

Date: 1/27/95  
Time: 9:00 a.m.  
Dept: One  
Trial Date: May 18, 1995

20  
21 VOLUME ONE  
22

RECEIVED

JAN 13 1995

HUB LAW OFFICES

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- Exhibit 1 Declaration of Gerald Armstrong
- Exhibit 1 (A) Memorandum of Intended Decision of Judge Paul G. Breckenridge, Jr, filed June 22, 1984 in Church of Scientology v. Armstrong, Los Angeles Superior Court No. C 420153 (Armstrong I).
- Exhibit 1 (B) Stipulation between Michael J. Flynn and Michael Lee Hertzberg.
- Exhibit 1 (C) Indemnity Agreement signed by Earle Cooley and Lawrence Heller
- Exhibit 1 (D) Excerpts of Deposition of Gerald Armstrong in the instant case.
- Exhibit 1 (E) American Lawyer, July/August, 1992 article, "The Two Faces of Scientology"
- Exhibit 1 (F) Title page and table of contents from the book L. Ron Hubbard - Messiah or Madman, by Bent Corydon published in 1987.



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VOLUME TWO

- Exhibit 2 Declaration of Ford Greene
  
- Exhibit 2 (A) Excerpts from transcript of proceeding before Honorable Ronald M. Sohigian, May 26, 1992.
  
- Exhibit 2 (B) Excerpts from transcript of deposition of Lynn Farny taken July 27, 1994.
  
- Exhibit 2 (C) Release signed by Vicki Aznaran in favor of Scientology providing for liquidated damages in the amount of \$10,000.
  
- Exhibit 2 (D) Release signed by Richard Aznaran in favor of Scientology providing for liquidated damages in the amount of \$10,000.

DATED: January 13, 1995

HUB LAW OFFICES

By: 

FORD GREENE  
Attorney for Defendants  
GERALD ARMSTRONG and THE  
GERALD ARMSTRONG CORP.







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6 GERALD ARMSTRONG CORPORATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF MARIN

10	CHURCH OF SCIENTOLOGY INTERNATIONAL, )	No. 157 680
11	a California not-for-profit )	
12	religious corporation, )	<b>DECLARATION</b>
	Plaintiff, )	<b>OF GERALD ARMSTRONG</b>
13	vs. )	<b>IN OPPOSITION TO MOTION</b>
14	)	<b>FOR SUMMARY ADJUDICATION</b>
	)	<b>OF FOURTH, SIXTH AND</b>
	)	<b><u>ELEVENTH CAUSES OF ACTION</u></b>
15	GERALD ARMSTRONG; MICHAEL WALTON; )	
16	THE GERALD ARMSTRONG CORPORATION )	
17	a California for-profit )	
18	corporation; DOES 1 through 100, )	
19	inclusive, )	
	Defendants. )	Date: 1/27/95
	)	Time: 9:00 a.m.
	)	Dept: One
	)	Trial Date: May 18, 1995

19 I, Gerald Armstrong, declare:

20 1. I am making this declaration in support of my opposition  
21 to Scientology's pending motion for summary adjudication.

22 2. I was a Scientologist from 1969 through 1981, held many  
23 staff positions through that period and became very familiar with  
24 the organization's policies and practices. Throughout 1980 and  
25 1981 I assembled and studied an archive of materials relating to  
26 Scientology's founder L. Ron Hubbard and provided those materials  
27 pursuant to contract to an outside writer Omar Garrison.  
28



1 Discovering that Hubbard had lied about much of his past,  
2 credentials and accomplishments I left at the end of 1981.  
3 Because of my exposure of Hubbard's lies Scientology sued me in  
4 1982, Scientology v. Armstrong, Los Angeles Superior Court No. C  
5 420153 (Armstrong I). The decision of Judge Paul G. Breckenridge,  
6 Jr. who presided at my trial in 1984 is appended hereto as Exhibit  
7 A. This decision, which describes Scientology's policy and  
8 practice of threat and retribution Hubbard called "fair game," was  
9 affirmed on appeal. Scientology v. Armstrong, 283 Cal. Rptr. 917,  
10 at p. 920. Judge Breckenridge's appendix to the decision  
11 describes some of my history with Scientology and some of the  
12 instances of fair game toward me which formed the basis for my  
13 cross-complaint against Scientology

14 3. Throughout Armstrong I I was represented by Boston  
15 attorney Michael Flynn, who was the prime mover in a nation-wide  
16 effort to obtain legal redress for Scientology's victims of its  
17 fair game activities. From 1985 through 1986 I also worked for Mr.  
18 Flynn on his Scientology cases in his Boston office, and was very  
19 familiar with years of fair game actions against him by  
20 Scientology.

21 4. On December 5, 1986 I was flown to Los Angeles, as were  
22 several other of Mr. Flynn's clients with claims against the  
23 organization to participate in a "global settlement." After my  
24 arrival in LA I was shown a copy of a document entitled "Mutual  
25 Release of All Claims and Settlement Agreement," hereinafter  
26 referred to as "the settlement agreement," and some other  
27 documents, which I was expected to sign.

28 5. Upon reading the settlement agreement draft I was



1 shocked and heartsick. I told Mr. Flynn that the condition of  
2 "strict confidentiality and silence with respect to [my]  
3 experiences with the [organization]" (settlement agreement, para.  
4 7D), since it involved over seventeen years of my life, was  
5 impossible. I told him that the "liquidated damages" clause  
6 (para. 7D) was outrageous; that pursuant to the settlement  
7 agreement I would have to pay \$50,000.00 if I told a doctor or  
8 psychologist about my experiences from those years, or if I put on  
9 a resume what positions I had held during my organization years.  
10 I told Mr. Flynn that the requirements of non-amenability to  
11 service of process (para. 7H) and non-cooperation with persons or  
12 organizations adverse to the organization (paras. 7G, 10) were  
13 obstructive of justice. I told him that I felt that agreeing to  
14 leave the organization's appeal of the decision in Armstrong and  
15 not respond to any subsequent appeals (para. 4B) was unfair to the  
16 courts and all the people who had been helped by the decision. I  
17 told Mr. Flynn that an affidavit the organization was demanding  
18 that I sign along with the settlement agreement was false. The  
19 affidavit stated, inter alia, that my disagreements with the  
20 organization had been with prior management, and not with the  
21 then-current leadership. In fact there had been no management  
22 change and I had the same disagreements with the organization's  
23 "fair game" policies and actions which had continued without  
24 change up to the time of the settlement. I told him that I was  
25 being asked to betray everything and everyone I had fought for  
26 against an organization which was based upon injustice.

27 6. In answer to my objections to the settlement agreement,  
28 Mr. Flynn said that the silence and liquidated damages clauses,



1 and anything which called for obstruction of justice were not  
2 worth the paper they were printed on. He said the same thing a  
3 number of times and a number of ways; e.g., that I could not  
4 contract away my Constitutional rights; that the conditions were  
5 unenforceable. He said that he had advised the organization  
6 attorneys that those conditions in the settlement agreement were  
7 not worth the paper they were printed on, but that the  
8 organization, nevertheless, insisted on their inclusion in the  
9 settlement agreement and would not agree to any changes. He  
10 pointed out the clauses concerning my release of all claims  
11 against the organization to date and its release of all claims  
12 against me to date (paras. 1, 4, 5, 6, 8) and said that they were  
13 the essential elements of the settlement and were what the  
14 organization was paying for.

15 7. Mr. Flynn also said that everyone was sick of the  
16 litigation and wanted to get on with their lives. He said that he  
17 was sick of the litigation, the threats to him and his family and  
18 wanted out. He said that as a part of the settlement he and all  
19 co-counsels had agreed to not become involved in organization-  
20 related litigation in the future. He expressed a deep concern  
21 that the courts in this country cannot deal with the organization  
22 and its lawyers and their contemptuous abuse of the justice  
23 system. He said that if I didn't sign the documents all I had to  
24 look forward to was more years of harassment and misery. One of  
25 Mr. Flynn's other clients, Edward Walters, who was in the room  
26 with us during this discussion, yelled at me, accusing me of  
27 killing the settlement for everyone, and that everyone else had  
28 signed or would sign, and everyone else wanted the settlement.



1 Mr. Flynn said that the organization would only settle with  
2 everyone together; otherwise there would be no settlement. He did  
3 agree to ask the organization to include a clause in my settlement  
4 agreement allowing me to keep my creative works relating to L. Ron  
5 Hubbard or the organization (para. 7L).

6 8. Mr. Flynn said that a major reason for the settlement's  
7 "global" form was to give the organization the opportunity to  
8 change its combative attitude and behavior by removing the threat  
9 he and his clients represented to it. He argued that the  
10 organization's willingness to pay us substantial sums of money,  
11 after its agents and attorneys had sworn for years to pay us "not  
12 one thin dime" was evidence of a philosophic shift within the  
13 organization. I argued that the settlement agreement evidenced  
14 the unchanged philosophy of fair game, and that if the  
15 organization did not use the opportunity to transform its  
16 antisocial nature and actions toward its members, critics and  
17 society I would, a few years hence, because of my knowledge of  
18 organization fraud and fair game, be again embroiled in its  
19 litigation and targeted for extralegal attacks.

20 9. Regarding the affidavit the organization required that I  
21 sign, Mr. Flynn said that the "disagreement with prior management"  
22 could be rationalized as being a disagreement with L. Ron Hubbard,  
23 and since Mr. Hubbard had died in January 1986 it could be said  
24 that I no longer had that disagreement. Mr. Flynn said that the  
25 organization's attorneys had promised that the affidavit, which  
26 all the settling litigants were signing, would only be used by the  
27 organization if I began attacking it after the settlement, and  
28 since I had no intention of attacking the organization the



1 affidavit would never see the light of day.

2       10. During my meeting with Mr. Flynn in Los Angeles I found  
3 myself facing a dilemma which I reasoned through in this way. If  
4 I refused to sign the settlement agreement and affidavit all the  
5 other settling litigants, many of whom had been flown to Los  
6 Angeles in anticipation of a settlement, would be extremely  
7 disappointed and would continue to be subjected to organization  
8 harassment for an unknown period of time. I had been positioned  
9 in the settlement drama as a deal-breaker and would undoubtedly  
10 lose the support of some if not all of these litigants, several of  
11 whom were key witnesses in my case against the organization.  
12 Although I was certain that Mr. Flynn and my other lawyers would  
13 not refuse to represent me if I did not sign the documents I also  
14 knew that they all would view me as a deal-breaker and they would  
15 be as disappointed as the other litigants in not ending the  
16 litigation they desperately wanted out of. The prospect of  
17 continuing the litigation with unhappy and unwilling attorneys on  
18 my side, even though my cross-complaint was set for trial within  
19 three months, was distressing. On the other hand, if I signed the  
20 documents, all my co-litigants, some of whom I knew to be in  
21 financial trouble, would be happy, the stress they felt would be  
22 reduced and they could get on with their lives. Mr. Flynn and the  
23 other lawyers would be happy and the threat to them and their  
24 families would be removed. The organization would have the  
25 opportunity they said they desired to clean up their act and start  
26 anew. I would have the opportunity to get on with the next phase  
27 of my life and the financial wherewithal to do so. I was also not  
28 unhappy to at that time not have to testify in all the litigation



1 nor to respond to the media's frequent questions. If the  
2 organization continued its fair game practices toward me I knew  
3 that I would be left to defend myself and I accepted that fact.  
4 So, armed with Mr. Flynn's advice that the conditions I found so  
5 offensive in the settlement agreement were not worth the paper  
6 they were printed on, and the knowledge that the organization's  
7 attorneys were also aware of that legal opinion, I put on a happy  
8 face and the following day went through the charade of a  
9 videotaped signing.

10 11. It was my understanding and intention at the time of the  
11 settlement that I would honor the silence and confidentiality  
12 conditions of the settlement agreement, and that the organization  
13 had agreed to do likewise.

14 12. There were absolutely no negotiations involving me in  
15 the liquidated damages provision. The figure of \$50,000 per  
16 utterance was never approved by me, and I would never have  
17 approved if it had been presented to me for approval. It is not  
18 reflective of and has no relationship of any kind to any actual  
19 damages Scientology would suffer for each utterance I might make  
20 of my experiences inside the organization. Those actual damages  
21 are zero. In December, 1986 when I protested to Mr. Flynn the  
22 ridiculous sum and idea of liquidated damages he stated "it's not  
23 worth the paper it's printed on." The discussion did not go  
24 beyond that.

25 13. Prior to signing the "settlement agreement" I met  
26 briefly with attorney Michael Walton and discussed the liquidated  
27 damages provision with him. He said that in his opinion the  
28 liquidated damages provision would have to be reciprocal and apply



1 to Scientology for it to be enforceable against me, that is to say  
2 that Scientology would have to remain silent about me and my  
3 experiences, otherwise it would be liable to me for the same  
4 liquidated damages.

5 14. Two documents relating to the 1986 "settlement," a  
6 "Stipulation" dated December 10, 1986 between Michael Flynn and  
7 Scientology lawyers John Peterson and Michael Hertzberg, and an  
8 "Indemnity Agreement" signed by Scientology lawyers Lawrence  
9 Heller and Earle Cooley, appended hereto as Exhibits B and C, I  
10 did not see and did not know of until 1990 after Scientology filed  
11 them in its appeal from the Breckenridge decision.

12 15. After the settlement, and after I was threatened a  
13 number of times by Scientology lawyer Lawrence Heller with being  
14 sued, even if I testified pursuant to a subpoena, I had a  
15 conversation concerning the settlement with attorney Julia  
16 Dragojevic, Mr. Flynn's co-counsel in Armstrong I. She expressed  
17 to me that she had a serious concern about the legality of the  
18 "settlement agreement," and about the impropriety of agreeing to  
19 not further represent people in Scientology-related litigation.

20 16. Scientology makes the charge that I was hired by  
21 attorney Joseph Yanny as a paralegal to work on the Aznaran case.  
22 I wasn't. The only thing I did for Mr. Yanny on the Aznaran case  
23 was to write and/or execute two declarations as a percipient  
24 witness.

25 17. Scientology claims that I discussed my experiences  
26 inside the organization with CNN in a 1992 video interview and  
27 with William Horne a writer for American Lawyer magazine in 1992.  
28 Both CNN and Mr. Horne contacted me because of my post-settlement

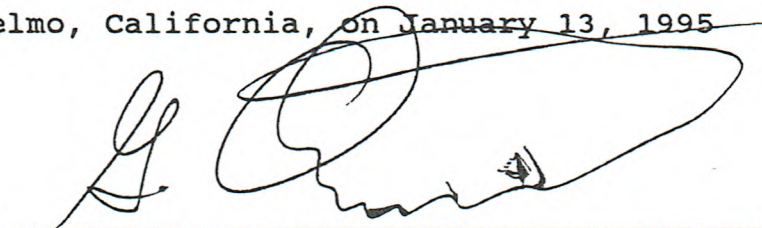


1 litigation and that is what I discussed with them. Scientology  
2 claims in its Separate Statement in support of its instant motion  
3 that I "made statements concerning [my] knowledge of and  
4 experiences with the Church of Scientology during that interview,"  
5 and that such are shown in pages of my deposition of October 7,  
6 1992 at pages 341, 342 and 348 through 360. Scientology did not  
7 include pages 349 through 359 of said deposition in its evidence.  
8 I am now appending them hereto as Exhibit D. They do not contain  
9 what Scientology claims they contain. Appended hereto as Exhibit  
10 E is a copy of the section of the article by Mr. Horne which  
11 mention me which was published in the July/August, 1992 issue of  
12 American Lawyer. This article also contains no mention of my  
13 experiences inside Scientology. After the December, 1986  
14 settlement I continued to read books and other information  
15 concerning Hubbard and Scientology, and much of the knowledge I  
16 gained after 1986 is inseparable from the earlier knowledge.  
17 Appended hereto, for example, as Exhibit F, is a copy of the title  
18 page and table of contents from the book L. Ron Hubbard - Messiah  
19 or Madman, by Bent Corydon published in 1987. Other major works  
20 on Hubbard I read after 1986 are A Piece of Blue Sky by Jon Atack,  
21 and Barefaced Messiah by Russell Miller.

22 I declare under the penalty of perjury under the laws of the  
23 State of California that the foregoing is true and correct.

24 Executed at San Anselmo, California, on January 13, 1995

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GERALD ARMSTRONG







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**FILED**  
JUN 22 1984  
John J. Corcoran,  
*Rosie M. Hart*  
BY ROSIE M. HART, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY OF CALIFORNIA, )  
 )  
 ) Plaintiff, )  
 )  
 ) vs. )  
 )  
 ) GERALD ARMSTRONG, )  
 )  
 ) Defendant. )  
 )  
 )  
 )  
 ) MARY SUE HUBBARD, )  
 )  
 ) Intervenor. )

No. C 420153  
MEMORANDUM OF  
INTENDED DECISION

In this matter heretofore taken under submission, the Court announces its intended decision as follows:

As to the tort causes of action, plaintiff, and plaintiff in intervention are to take nothing, and defendant is entitled to Judgment and costs.

As to the equitable actions, the court finds that neither plaintiff has clean hands, and that at least as of this time, are not entitled to the immediate return of any document or objects presently retained by the court clerk. All exhibits

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1 received in evidence or marked for identification, unless  
2 specifically ordered sealed<sup>1</sup>, are matters of public record and  
3 shall be available for public inspection or use to the same  
4 extent that any such exhibit would be available in any other  
5 lawsuit. In other words they are to be treated henceforth no  
6 differently than similar exhibits in other cases in Superior  
7 Court. Furthermore, the "inventory list and description," of  
8 materials turned over by Armstrong's attorneys to the court,  
9 shall not be considered or deemed to be confidential, private,  
10 or under seal.

11 All other documents or objects presently in the possession  
12 of the clerk (not marked herein as court exhibits) shall be  
13 retained by the clerk, subject to the same orders as are  
14 presently in effect as to sealing and inspection, until such  
15 time as trial court proceedings are concluded as to the severed  
16 cross complaint. For the purposes of this Judgment, conclusion  
17 will occur when any motion for a new trial has been denied, or  
18 the time within such a motion must be brought has expired  
19 without such a motion being made. At that time, all documents  
20 neither received in evidence, nor marked for identification  
21 only, shall be released by the clerk to plaintiff's  
22 representatives. Notwithstanding this order, the parties may  
23  
24

25 1. Exhibits in evidence No. 500-40; JJJ; KKK; LLL; MMM;  
26 NNN; OOO; PPP; QQQ; RRR; and 500-QQQQ.

27 Exhibits for identification only No. JJJJ; Series  
28 500-DDDD, EEEE, FFFF, GGGG, HHHH, IIII, NNNN-1, OOOO, ZZZZ,  
CCCCC, GGGGG, IIIII, KKKKK, LLLLL, OOOOO, PPPPP, QQQQQ, BBBBBB,  
OOOOOO, BBBB~~BB~~.



1 at any time by written stipulation filed with the clerk obtain  
2 release of any or all such unused materials.

3 Defendant and his counsel are free to speak or communicate  
4 upon any of Defendant Armstrong's recollections of his life as  
5 a Scientologist or the contents of any exhibit received in  
6 evidence or marked for identification and not specifically  
7 ordered sealed. As to all documents, and other materials held  
8 under seal by the clerk, counsel and the defendant shall remain  
9 subject to the same injunctions as presently exist, at least  
10 until the conclusion of the proceedings on the cross complaint.  
11 However, in any other legal proceedings in which defense  
12 counsel, or any of them, is of record, such counsel shall have  
13 the right to discuss exhibits under seal, or their contents, if  
14 such is reasonably necessary and incidental to the proper  
15 representation of his or her client.

16 Further, if any court of competent jurisdiction orders  
17 defendant or his attorney to testify concerning the fact of any  
18 such exhibit, document, object, or its contents, such testimony  
19 shall be given, and no violation of this order will occur.

20 Likewise, defendant and his counsel may discuss the contents of  
21 any documents under seal or of any matters as to which this  
22 court has found to be privileged as between the parties hereto,  
23 with any duly constituted Governmental Law Enforcement Agency  
24 or submit any exhibits or declarations thereto concerning such  
25 document or materials, without violating any order of this  
26 court.

27 ///

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1 This court will retain jurisdiction to enforce, modify,  
2 alter, or terminate any injunction included within the  
3 Judgment.

4 Counsel for defendant is ordered to prepare, serve, and  
5 file a Judgment on the Complaint and Complaint in Intervention,  
6 and Statement of Decision if timely and properly requested,  
7 consistent with the court's intended decision.

8  
9 Discussion

10 The court has found the facts essentially as set forth in  
11 defendant's trial brief, which as modified, is attached as an  
12 appendix to this memorandum. In addition the court finds that  
13 while working for L.R. Hubbard (hereinafter referred to as  
14 LRH), the defendant also had an informal employer-employee  
15 relationship with plaintiff Church, but had permission and  
16 authority from plaintiffs and LRH to provide Omar Garrison with  
17 every document or object that was made available to Mr. ~~Hubbard~~  
18 Garrison, and further, had permission from Omar Garrison to  
19 take and deliver to his attorneys the documents and materials  
20 which were subsequently delivered to them and thenceforth into  
21 the custody of the County Clerk.

22 Plaintiff Church has made out a prima facie case of  
23 conversion (as bailee of the materials), breach of fiduciary  
24 duty, and breach of confidence (as the former employer who  
25 provided confidential materials to its then employee for  
26 certain specific purposes, which the employee later used for  
27 other purposes to plaintiff's detriment). Plaintiff Mary Jane  
28 Hubbard has likewise made out a prima facie case of conversion



1 and invasion of privacy (misuse by a person of private matters  
2 entrusted to him for certain specific purposes only).

3 While defendant has asserted various theories of defense,  
4 the basic thrust of his testimony is that he did what he did,  
5 because he believed that his life, physical and mental well  
6 being, as well as that of his wife were threatened because the  
7 organization was aware of what he knew about the life of LRH,  
8 the secret machinations and financial activities of the Church,  
9 and his dedication to the truth. He believed that the only way  
10 he could defend himself, physically as well as from harassing  
11 lawsuits, was to take from Omar Garrison those materials which  
12 would support and corroborate everything that he had been  
13 saying within the Church about LRH and the Church, or refute  
14 the allegations made against him in the April 22 Suppressive  
15 Person Declare. He believed that the only way he could be sure  
16 that the documents would remain secure for his future use was  
17 to send them to his attorneys, and that to protect himself, he  
18 had to go public so as to minimize the risk that LRH, the  
19 Church, or any of their agents would do him physical harm.

20 This conduct if reasonably believed in by defendant and  
21 engaged in by him in good faith, finds support as a defense to  
22 the plaintiff's charges in the Restatements of Agency, Torts,  
23 and case law.

24 Restatement of Agency, Second, provides:

25 "Section 395f: An agent is privileged to reveal  
26 information confidentially acquired by him in the course  
27 of his agency in the protection of a superior interest of  
28 himself or a third person.



1 "Section 418: An agent is privileged to protect  
2 interests of his own which are superior to those of the  
3 principal, even though he does so at the expense of the  
4 principal's interest or in disobedience to his orders."

5 Restatement of torts, Second, section 271:

6 "One is privileged to commit an act which would  
7 otherwise be a trespass to or a conversion of a chattel in  
8 the possession of another, for the purpose of defending  
9 himself or a third person against the other, under the  
10 same conditions which would afford a privilege to inflict  
11 harmful or offensive contact upon the other for the same  
12 purpose."

13 The Restatement of Torts, Second, section 652a, as well as  
14 case law, make it clear that not all invasions of privacy are  
15 unlawful or tortious. It is only when the invasion is  
16 unreasonable that it becomes actionable. Hence, the trier of  
17 fact must engage in a balancing test, weighing the nature and  
18 extent of the invasion, as against the purported justification  
19 therefore to determine whether in a given case, the particular  
20 invasion or intrusion was unreasonable.

21 In addition the defendant has asserted as a defense the  
22 principal involved in the case of Willig v. Gold, 75  
23 Cal.App.2d, 809, 814, which holds that an agent has a right or  
24 privilege to disclose his principal's dishonest acts to the  
25 party prejudicially affected by them.

26 Plaintiff Church has asserted and obviously has certain  
27 rights arising out of the First Amendment. Thus, the court  
28 cannot, and has not, inquired into or attempted to evaluate the



1 merits, accuracy, or truthfulness of Scientology or any of its  
2 precepts as a religion. First Amendment rights, however,  
3 cannot be utilized by the Church or its members, as a sword to  
4 preclude the defendant, whom the Church is suing, from  
5 defending himself. Therefore, the actual practices of the  
6 Church or its members, as it relates to the reasonableness of  
7 the defendant's conduct and his state of mind are relevant,  
8 admissible, and have been considered by the court.

9 As indicated by its factual findings, the court finds the  
10 testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan,  
11 Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas,  
12 and Howard Schomer to be credible, extremely persuasive, and  
13 the defense of privilege or justification established and  
14 corroborated by this evidence. Obviously, there are some  
15 discrepancies or variations in recollections, but these are the  
16 normal problems which arise from lapse of time, or from  
17 different people viewing matters or events from different  
18 perspectives. In all critical and important matters, their  
19 testimony was precise, accurate, and rang true. The picture  
20 painted by these former dedicated Scientologists, all of whom  
21 were intimately involved with LRH, or Mary Jane Hubbard, or of  
22 the Scientology Organization, is on the one hand pathetic, and  
23 on the other, outrageous. Each of these persons literally gave  
24 years of his or her respective life in support of a man, LRH,  
25 and his ideas. Each has manifested a waste and loss or  
26 frustration which is incapable of description. Each has broken  
27 with the movement for a variety of reasons, but at the same  
28 time, each is, still bound by the knowledge that the Church has



1 in its posse. On his or her most inner thoughts and  
2 confessions, all recorded in "pre-clear (P.C.) folders" or  
3 other security files of the organization, and that the Church  
4 or its minions is fully capable of intimidation or other  
5 physical or psychological abuse if it suits their ends. The  
6 record is replete with evidence of such abuse.

7 In 1970 a police agency of the French Government conducted  
8 an investigation into Scientology and concluded, "this sect,  
9 under the pretext of 'freeing humans' is nothing in reality but  
10 a vast enterprise to extract the maximum amount of money from  
11 its adepts by (use of) pseudo-scientific theories, by (use of)  
12 'auditions' and 'stage settings' (lit. to create a theatrical  
13 scene') pushed to extremes (a machine to detect lies, its own  
14 particular phraseology . . .), to estrange adepts from their  
15 families and to exercise a kind of blackmail against persons  
16 who do not wish to continue with this sect."<sup>2</sup> From the  
17 evidence presented to this court in 1984, at the very least,  
18 similar conclusions can be drawn. In addition to violating and  
19 abusing its own members civil rights, the organization over the  
20 years with its "Fair Game" doctrine has harassed and abused  
21 those persons not in the Church whom it perceives as enemies.  
22 The organization clearly is schizophrenic and paranoid, and  
23 this bizarre combination seems to be a reflection of its  
24 founder LRH. The evidence portrays a man who has been  
25 virtually a pathological liar when it comes to his history,  
26  
27

28 2. Exhibit 500-HHHHH.



1 background, . . . achievements. The writ. gs and documents in  
2 evidence additionally reflect his egoism, greed, avarice, lust  
3 for power, and vindictiveness and aggressiveness against . . .  
4 persons perceived by him to be disloyal or hostile. At the  
5 same time it appears that he is charismatic and highly capable  
6 of motivating, organizing, controlling, manipulating, and  
7 inspiring his adherents. He has been referred to during the  
8 trial as a "genius," a "revered person," a man who was "viewed  
9 by his followers in awe." Obviously, he is and has been a very  
10 complex person, and that complexity is further reflected in his  
11 alter ego, the Church of Scientology. Notwithstanding  
12 protestations to the contrary, this court is satisfied that LRH  
13 runs the Church in all ways through the Sea Organization, his  
14 role of Commodore, and the Commodore's Messengers.<sup>3</sup> He has, of  
15 course, chosen to go into "seclusion," but he maintains contact  
16 and control through the top messengers. Seclusion has its  
17 light and dark side too. It adds to his mystique, and yet  
18 shields him from accountability and subpoena or service of  
19 summons.

20 LRH's wife, Mary Sue Hubbard is also a plaintiff herein.  
21 On the one hand she certainly appeared to be a pathetic  
22 individual. She was forced from her post as Controller,  
23 convicted and imprisoned as a felon, and deserted by her  
24 husband. On the other hand her credibility leaves much to be  
25 desired. She struck the familiar pose of not seeing, hearing,  
26

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27 3. See Exhibit K: Flag Order 3729 - 15 September 1978  
28 "Commodore's Messengers."



1 or knowing a evil. Yet she was the head of the Guardian  
2 Office for years and among other things, authored the infamous  
3 order "GO 121669"<sup>4</sup> which directed culling of supposedly  
4 confidential P.C. files/folders for purposes of internal  
5 security. In her testimony she expressed the feeling that  
6 defendant by delivering the documents, writings, letters to his  
7 attorneys, subjected her to mental rape. The evidence is clear  
8 and the court finds that defendant and Omar Garrison had  
9 permission to utilize these documents for the purpose of  
10 Garrison's proposed biography. The only other persons who were  
11 shown any of the documents were defendant's attorneys, the  
12 Douglasses, the Dincalcis, and apparently some documents  
13 specifically affecting LRH's son "Nibs," were shown to "Nibs."  
14 The Douglasses and Dincalcises were disaffected Scientologists  
15 who had a concern for their own safety and mental security, and  
16 were much in the same situation as defendant. They had not  
17 been declared as suppressive, but Scientology had their P.C.  
18 folders, as well as other confessions, and they were extremely  
19 apprehensive. They did not see very many of the documents, and  
20 it is not entirely clear which they saw. At any rate Mary Sue  
21 Hubbard did not appear to be so much distressed by this fact,  
22 as by the fact that Armstrong had given the documents to  
23 Michael Flynn, whom the Church considered its foremost  
24  
25  
26  
27  
28

4. Exhibit AAA.



1 lawyer-enemy. However, just as the plaintiffs have First  
2 Amendment rights, the defendant has a Constitutional right to  
3 an attorney of his own choosing. In legal contemplation the  
4 fact that defendant selected Mr. Flynn rather than some other  
5 lawyer cannot by itself be tortious. In determining whether  
6 the defendant unreasonably invaded Mrs. Hubbard's privacy, the  
7 court is satisfied the invasion was slight, and the reasons and  
8 justification for defendant's conduct manifest. Defendant was  
9 told by Scientology to get an attorney. He was declared an  
10 enemy by the Church. He believed, reasonably, that he was  
11 subject to "fair game." The only way he could defend himself,  
12 his integrity, and his wife was to take that which was  
13 available to him and place it in a safe harbor, to wit, his  
14 lawyer's custody. He may have engaged in overkill, in the  
15 sense that he took voluminous materials, some of which appear  
16 only marginally relevant to his defense. But he was not a  
17 lawyer and cannot be held to that precise standard of judgment.  
18 Further, at the time that he was accumulating the material, he  
19 was terrified and undergoing severe emotional turmoil. The  
20 court is satisfied that he did not unreasonably intrude upon  
21 Mrs. Hubbard's privacy under the circumstances by in effect  
22 simply making his knowledge that of his attorneys. It is, of  
23 course, rather ironic that the person who authorized G.O. order  
24 121669 should complain about an invasion of privacy. The

---

25  
26 5. "No, I think my emotional distress and upset is the  
27 fact that someone took papers and materials without my  
28 authorization and then gave them to your Mr. Flynn."  
Reporter's Transcript, p. 1006.



1 practice of cutting supposedly confidential "P.C. folders or  
2 files" to obtain information for purposes of intimidation  
3 and/or harassment is repugnant and outrageous. The Guardian's  
4 Office, which plaintiff headed, was no respecter of anyone's  
5 civil rights, particularly that of privacy. Plaintiff Mary Sue  
6 Hubbard's cause of action for conversion must fail for the same  
7 reason as plaintiff Church. The documents were all together in  
8 Omar Garrison's possession. There was no rational way the  
9 defendant could make any distinction.

10 Insofar as the return of documents is concerned, matters  
11 which are still under seal may have evidentiary value in the  
12 trial of the cross complaint or in other third party  
13 litigation. By the time that proceedings on the cross  
14 complaint are concluded, the court's present feeling is that  
15 those documents or objects not used by that time should be  
16 returned to plaintiff. However, the court will reserve  
17 jurisdiction to reconsider that should circumstances warrant.

18 Dated: June 20, 1984

19  
20 *Paul G. Breckenridge, Jr.*  
21 PAUL G. BRECKENRIDGE, JR.  
22 Judge of the Superior Court

23  
24 THE DOCUMENT TO WHICH THIS CERTIFICATE IS AT-  
25 TACHED IS A FULL TRUE AND CORRECT COPY OF THE  
26 ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

27 ATTEST SEP 11 1984 19  
28 JOHN J. CORCORAN, County Clerk and Clerk of the  
Superior Court of California,  
County of Los Angeles  
BY S. Hurst DEPUTY  
S. HURST



1  
2 Appendix

3 Defendant Armstrong was involved with Scientology from  
4 1969 through 1981, a period spanning 12 years. During that  
5 time he was a dedicated and devoted member who revered the  
6 founder, L. Ron Hubbard. There was little that Defendant  
7 Armstrong would not do for Hubbard or the Organization. He  
8 gave up formal education, one-third of his life, money and  
9 anything he could give in order to further the goals of  
10 Scientology, goals he believed were based upon the truth,  
11 honesty, integrity of Hubbard and the Organization.

12 From 1971 through 1981, Defendant Armstrong was a member  
13 of the Sea Organization, a group of highly trained  
14 scientologists who were considered the upper echelon of the  
15 Scientology organization. During those years he was placed in  
16 various locations, but it was never made clear to him exactly  
17 which Scientology corporation he was working for. Defendant  
18 Armstrong understood that, ultimately, he was working for L.  
19 Ron Hubbard, who controlled all Scientology finances,  
20 personnel, and operations while Defendant was in the Sea  
21 Organization.

22 Beginning in 1979 Defendant Armstrong resided at Gilman  
23 Hot Springs, California, in Hubbard's "Household Unit." The  
24 Household Unit took care of the personal wishes and needs of  
25 Hubbard at many levels. Defendant Armstrong acted as the L.  
26 Ron Hubbard Renovations In-Charge and was responsible for  
27 renovations, decoration, and maintenance of Hubbard's home and  
28 office at Gilman Hot Springs.

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134



1 In January of 1980 there was an announcement of a possible  
2 raid to be made by the FBI or other law enforcement agencies of  
3 the property. Everyone on the property was required by  
4 Hubbard's representatives, the Commodore's Messengers, to go  
5 through all documents located on the property and "vet" or  
6 destroy anything which showed that Hubbard controlled  
7 Scientology organizations, retained financial control, or was  
8 issuing orders to people at Gilman Hot Springs.

9 A commercial paper shredder was rented and operated day  
10 and night for two weeks to destroy hundreds of thousands of  
11 pages of documents.

12 During the period of shredding, Brenda Black, the  
13 individual responsible for storage of Hubbard's personal  
14 belongings at Gilman Hot Springs, came to Defendant Armstrong  
15 with a box of documents and asked whether they were to be  
16 shredded. Defendant Armstrong reviewed the documents and found  
17 that they consisted of a wide variety of documents including  
18 Hubbard's personal papers, diaries, and other writings from a  
19 time before he started Dianetics in 1950, together with  
20 documents belonging to third persons which had apparently been  
21 stolen by Hubbard or his agents. Defendant Armstrong took the  
22 documents from Ms. Black and placed them in a safe location on  
23 the property. He then searched for and located another twenty  
24 or more boxes containing similar materials, which were poorly  
25 maintained.

26 On January 8, 1980, Defendant Armstrong wrote a petition  
27 to Hubbard requesting his permission to perform the research  
28 for a biography to be done about his life. The petition states



1 that Defendant Armstrong had located the subject materials and  
2 lists of a number of activities he wished to perform in  
3 connection with the biography research.

4 Hubbard approved the petition, and Defendant Armstrong  
5 became the L. Ron Hubbard Personal Relations Officer Researcher  
6 (PPRO Res). Defendant claims that this petition and its  
7 approval forms the basis for a contract between Defendant and  
8 Hubbard. Defendant Armstrong's supervisor was then Laurel  
9 Sullivan, L. Ron Hubbard's Personal Public Relations Officer.

10 During the first part of 1980, Defendant Armstrong moved  
11 all of the L. Ron Hubbard Archives materials he had located at  
12 Gilman Hot Springs to an office in the Church of Scientology  
13 Cedars Complex in Los Angeles. These materials comprised  
14 approximately six file cabinets. Defendant Armstrong had  
15 located himself in the Cedars Complex, because he was also  
16 involved in "Mission Corporate Category Sort-Out," a mission to  
17 work out legal strategy. Defendant Armstrong was involved with  
18 this mission until June of 1980.

19 It was also during this early part of 1980 that Hubbard  
20 left the location in Gilman Hot Springs, California, and went  
21 into hiding. Although Defendant Armstrong was advised by  
22 Laurel Sullivan that no one could communicate with Hubbard,  
23 Defendant Armstrong knew that the ability for communication  
24 existed, because he had forwarded materials to Hubbard at his  
25 request in mid-1980.

26 Because of this purported inability to communicate with  
27 Hubbard, Defendant Armstrong's request to purchase biographical  
28 materials of Hubbard from people who offered them for sale went



1 to the Commoc. 's Messenger Organization, the personal  
2 representatives of Hubbard.

3 In June of 1980 Defendant Armstrong became involved in the  
4 selection of a writer for the Hubbard biography. Defendant  
5 Armstrong learned that Hubbard had approved of a biography  
6 proposal prepared by Omar Garrison, a writer who was not a  
7 member of Scientology. Defendant Armstrong had meetings with  
8 Mr. Garrison regarding the writing of the biography and what  
9 documentation and assistance would be made available to him.  
10 As understood by Mr. Garrison, Defendant Armstrong represented  
11 Hubbard in these discussions.

12 Mr. Garrison was advised that the research material he  
13 would have at his disposal were Hubbard's personal archives.  
14 Mr. Garrison would only undertake a writing of the biography if  
15 the materials provided to him were from Hubbard's personal  
16 archives, and only if his manuscript was subject to the  
17 approval of Hubbard himself.

18 In October of 1980 Mr. Garrison came to Los Angeles and  
19 was toured through the Hubbard archives materials that  
20 Defendant Armstrong had assembled up to that time. This was an  
21 important "selling point" in obtaining Mr. Garrison's agreement  
22 to write the biography. On October 30, 1980, an agreement was  
23 entered into between Ralston-Pilot, ncv. F/S/O Omar V.  
24 Garrison, and AOSH DK Publications of Copenhagen, Denmark, for  
25 the writing of a biography of Hubbard.

26 Paragraph 10B of the agreement states that:

27 "Publisher shall use its best efforts to provide  
28 Author with an office, an officer assistant and/or



1 research assistant, office supplies and any needed  
2 archival and interview materials in connection with  
3 the writing of the Work."

4 The "research assistant" provided to Mr. Garrison was  
5 Defendant Armstrong.

6 During 1980 Defendant Armstrong exchanged correspondence  
7 with Intervenor regarding the biography project. Following his  
8 approval by Hubbard as biography researcher, Defendant  
9 Armstrong wrote to Intervenor on February 5, 1980, advising her  
10 of the scope of the project. In the letter Defendant stated  
11 that he had found documents which included Hubbard's diary from  
12 his Orient trip, poems, essays from his youth, and several  
13 personal letters, as well as other things.

14 By letter of February 11, 1980, Intervenor responded to  
15 Defendant, acknowledging that he would be carrying out the  
16 duties of Biography Researcher.

17 On October 14, 1980, Defendant Armstrong again wrote to  
18 Intervenor, updating her on "Archives materials" and proposing  
19 certain guidelines for the handling of those materials.

20 It was Intervenor who, in early 1981, ordered certain  
21 biographical materials from "Controller Archives" to be  
22 delivered to Defendant Armstrong. These materials consisted of  
23 several letters written by Hubbard in the 1920's and 1930's,  
24 Hubbard's Boy Scout books and materials, several old Hubbard  
25 family photographs, a diary kept by Hubbard in his youth, and  
26 several other items.

27 Defendant Armstrong received these materials upon the  
28 order of Intervenor, following his letter of October 15, 1980,



1 to her in which Defendant stated, at page 7, that there were  
2 materials in the "Controller Archives" that would be helpful to  
3 him in the biography research.

4 After these materials were delivered to Defendant  
5 Armstrong, Intervenor was removed from her Scientology position  
6 of Controller in 1981, presumably because of her conviction for  
7 the felony of obstruction of justice in connection with the  
8 theft of Scientology documents from various government offices  
9 and agencies in Washington, D.C.

10 During the time Defendant Armstrong worked on the  
11 biography project and acted as Hubbard Archivist, there was  
12 never any mention that he was not to be dealing with Hubbard's  
13 personal documents or that the delivery of those documents to  
14 Mr. Garrison was not authorized.

15 For the first year or more of the Hubbard biography and  
16 archive project, funding came from Hubbard's personal staff  
17 unit at Gilman Hot Springs, California. In early 1981,  
18 however, Defendant Armstrong's supervisor, Laurel Sullivan,  
19 ordered him to request that funding come from what was known as  
20 SEA Org Reserves. Approval for this change in funding came  
21 from the SEA Org Reserves Chief and Watch Dog Committee, the  
22 top Commodores Messenger Organization unit, who were Hubbard's  
23 personal representatives.

24 From November of 1980 through 1981, Defendant Armstrong  
25 worked closely with Mr. Garrison, assembling Hubbard's archives  
26 into logical categories, copying them and arranging the copies  
27 of the Archives materials into bound volumes. Defendant  
28 Armstrong made two copies of almost all documents copied for



1 Mr. Garrison - one for Mr. Garrison and the other to remain in  
2 Hubbard Archives for reference or recopying. Defendant  
3 Armstrong created approximately 400 binders of documents. The  
4 vast majority of the documents for Mr. Garrison came from  
5 Hubbard's personal Archives, of which Defendant Armstrong was  
6 in charge. Materials which came from other Archives, such as  
7 the Controller Archives, were provided to Defendant Armstrong  
8 by Scientology staff members who had these documents in their  
9 care.

10 It was not until late 1981 that Plaintiff was to provide a  
11 person to assist on the biography project by providing Mr.  
12 Garrison with "Guardian Office" materials, otherwise described  
13 as technical materials relating to the operation of  
14 Scientology. The individual appointed for this task was Vaughn  
15 Young. Controller Archives and Guardian Office Archives had no  
16 connection to the Hubbard Archives, which Defendant Armstrong  
17 created and maintained as Hubbard's personal materials.

18 In addition to the assemblage of Hubbard's Archives,  
19 Defendant Armstrong worked continually on researching and  
20 assembling materials concerning Hubbard by interviewing dozens  
21 of individuals, including Hubbard's living aunt, uncle, and  
22 four cousins. Defendant Armstrong did a geneology study of  
23 Hubbard's family and collected, assembled, and read hundreds of  
24 thousands of pages of documentation in Hubbard's Archives.

25 During 1980 Defendant Armstrong remained convinced of  
26 Hubbard's honesty and integrity and believed that the  
27 representations he had made about himself in various  
28 publications were truthful. Defendant Armstrong was devoted to



1 Hubbard and was convinced that any information which he  
2 discovered to be unflattering of Hubbard or contradictory to  
3 what Hubbard has said about himself, was a lie being spread by  
4 Hubbard's enemies. Even when Defendant Armstrong located  
5 documents in Hubbard's Archives which indicated that  
6 representations made by Hubbard and the Organization were  
7 untrue, Defendant Armstrong would find some means to "explain  
8 away" the contradictory information.

9 Slowly, however, throughout 1981, Defendant Armstrong  
10 began to see that Hubbard and the Organization had continuously  
11 lied about Hubbard's past, his credentials, and his  
12 accomplishments. Defendant Armstrong believed, in good faith,  
13 that the only means by which Scientology could succeed in what  
14 Defendant Armstrong believed was its goal of creating an  
15 ethical environment on earth, and the only way Hubbard could be  
16 free of his critics, would be for Hubbard and the Organization  
17 to discontinue the lies about Hubbard's past, his credentials,  
18 and accomplishments. Defendant Armstrong resisted any public  
19 relations piece or announcement about Hubbard which the L. Ron  
20 Hubbard Public Relations Bureau proposed for publication which  
21 was not factual. Defendant Armstrong attempted to change and  
22 make accurate the various "about the author" sections in  
23 Scientology books, and further, Defendant rewrote or critiqued  
24 several of these and other publications for the L. Ron Hubbard  
25 Public Relations Bureau and various Scientology Organizations.  
26 Defendant Armstrong believed and desired that the Scientology  
27 Organization and its leader discontinue the perpetration of the

28 ///



1 massive fraud upon the innocent followers of Scientology, and  
2 the public at large.

3 Because of Defendant Armstrong's actions, in late November  
4 of 1981, Defendant was requested to come to Gilman Hot Springs  
5 by Commodore Messenger Organization Executive, Cirrus Slevin.  
6 Defendant Armstrong was ordered to undergo a "security check,"  
7 which involved Defendant Armstrong's interrogation while  
8 connected to a crude Scientology lie detector machine called an  
9 E-meter.

10 The Organization wished to determine what materials  
11 Defendant Armstrong had provided to Omar Garrison. Defendant  
12 Armstrong was struck by the realization that the Organization  
13 would not work with him to correct the numerous fraudulent  
14 representations made to followers of Scientology and the public  
15 about L. Ron Hubbard and the Organization itself. Defendant  
16 Armstrong, who, for twelve years of his life, had placed his  
17 complete and full trust in Mr. and Mrs. Hubbard and the  
18 Scientology Organization, saw that his trust had no meaning and  
19 that the massive frauds perpetrated about Hubbard's past,  
20 credentials, and accomplishments would continue to be spread.

21 Less than three weeks before Defendant Armstrong left  
22 Scientology, he wrote a letter to Cirrus Slevin on November 25,  
23 1981, in which it is clear that his intentions in airing the  
24 inaccuracies, falsehoods, and frauds regarding Hubbard were  
25 done in good faith. In his letter he stated as follows:

26 "If we present inaccuracies, hyperbole  
27 or downright lies as fact or truth, it  
28 doesn't matter what slant we give them, if



1 disproved the man will look, to outsiders  
2 at least, like a charlatan. This is what  
3 I'm trying to prevent and what I've been  
4 working on the past year and a half.

. . .

5  
6 "and that is why I said to Norman that  
7 it is up to us to insure that everything  
8 which goes out about LRH is one hundred  
9 percent accurate. That is not to say that  
10 opinions can't be voiced, they can. And  
11 they can contain all the hype you want.  
12 But they should not be construed as facts.  
13 And anything stated as a fact should be  
14 documentable.

15 "we are in a period when  
16 'investigative reporting' is popular, and  
17 when there is relatively easy access to  
18 documentation on a person. We can't delude  
19 ourselves I believe, if we want to gain  
20 public acceptance and cause some betterment  
21 in society, that we can get away with  
22 statements, the validity of which we don't  
23 know.

24 "The real disservice to LRH, and the  
25 ultimate make-wrong is to go on assuming  
26 that everything he's ever written or said  
27 is one hundred percent accurate and publish  
28 it as such without verifying it. I'm



1 talking here about biographical or  
2 non-technical writings. This only leads,  
3 should any of his statements turn out to be  
4 inaccurate, to a make-wrong of him, and  
5 consequently his technology.

6 "That's what I'm trying to remedy and  
7 prevent.

8 . . .  
9 "To say that LRH is not capable of  
10 hype, errors or lies is certainly <sup>sic</sup> not  
11 granting him much of a beingness. To  
12 continue on with the line that he has never  
13 erred nor lied is counterproductive. It is  
14 an unreal attitude and too far removed from  
15 both the reality and people in general that  
16 it would widen public unacceptance.

17 . . .  
18 " . . . That is why I feel the  
19 falsities must be corrected, and why we  
20 must verify our facts and present them in a  
21 favorable light."

22  
23 The remainder of the letter contains examples of facts  
24 about Hubbard which Defendant Armstrong found to be wholly  
25 untrue or inaccurate and which were represented as true by the  
26 Hubbards and the Scientology Organization.

27 In December of 1981 Defendant Armstrong made the decision  
28 to leave the Church of Scientology. In order to continue in



1 his commitment to Hubbard and Mr. Garrison in the biography  
2 project, he copied a large quantity of documents, which Mr.  
3 Garrison had requested or which would be useful to him for the  
4 biography. Defendant Armstrong delivered all of this material  
5 to Mr. Garrison the date he left the SEA Organization and kept  
6 nothing in his possession.

7 Thereafter, Defendant Armstrong maintained friendly  
8 relations with Hubbard's representatives by returning to the  
9 Archives office and discussing the various categories of  
10 materials. In fact on February 24, 1982, Defendant Armstrong  
11 wrote to Vaughn Young, regarding certain materials Mr. Young  
12 was unable to locate for Omar Garrison.

13 After this letter was written, Defendant Armstrong went to  
14 the Archives office and located certain materials Mr. Garrison  
15 had wanted which Hubbard representatives claimed they could not  
16 locate.

17 At the time Defendant Armstrong left the SEA Organization,  
18 he was disappointed with Scientology and Hubbard, and also felt  
19 deceived by them. However, Defendant Armstrong felt he had no  
20 enemies and felt no ill will toward anyone in the Organization  
21 or Hubbard, but still believed that a truthful biography should  
22 be written.

23 After leaving the SEA Organization, Defendant Armstrong  
24 continued to assist Mr. Garrison with the Hubbard biography  
25 project. In the spring of 1982, Defendant Armstrong at Mr.  
26 Garrison's request, transcribed some of his interview tapes,  
27 copied some of the documentation he had, and assembled several  
28 more binders of copied materials. Defendant Armstrong also set



1 up shelves for Mr. Garrison for all the biography research  
2 materials, worked on a cross-reference systems, and continued  
3 to do library research for the biography.

4 On February 18, 1982, the Church of Scientology  
5 International issued a "Suppressive Person Declare Gerry  
6 Armstrong," which is an official Scientology document issued  
7 against individuals who are considered as enemies of the  
8 Organization. Said Suppressive Person Declare charged that  
9 Defendant Armstrong had taken an unauthorized leave and that he  
10 was spreading destructive rumors about Senior Scientologists.

11 Defendant Armstrong was unaware of said Suppressive Person  
12 Declare until April of 1982. At that time a revised Declare  
13 was issued on April 22, 1982. Said Declare charged Defendant  
14 Armstrong with 18 different "Crimes and High Crimes and  
15 Suppressive Acts Against the Church." The charges included  
16 theft, juggling accounts, obtaining loans on money under false  
17 pretenses, promulgating false information about the Church,  
18 its founder, and members, and other untruthful allegations  
19 designed to make Defendant Armstrong an appropriate subject of  
20 the Scientology "Fair Game Doctrine." Said Doctrine allows any  
21 suppressive person to be "tricked, cheated, lied to, sued, or  
22 destroyed."

23 The second declare was issued shortly after Defendant  
24 Armstrong attempted to sell photographs of his wedding on board  
25 Hubbard's ship (in which Hubbard appears), and photographs  
26 belonging to some of his friends, which also included photos of  
27 L.R. Hubbard while in seclusion. Although Defendant Armstrong  
28 delivered the photographs to a Virgil Wilhite for sale, he



1 never received payment or return of his friend's photographs.  
2 When he became aware that the Church had these photographs, he  
3 went to the Organization to request their return. A loud and  
4 boisterous argument ensued, and he eventually was told to leave  
5 the premises and get an attorney.

6 From his extensive knowledge of the covert and  
7 intelligence operations carried out by the Church of  
8 Scientology of California against its enemies (suppressive  
9 persons), Defendant Armstrong became terrified and feared that  
10 his life and the life of his wife were in danger, and he also  
11 feared he would be the target of costly and harassing lawsuits.  
12 In addition, Mr. Garrison became afraid for the security of the  
13 documents and believed that the intelligence network of the  
14 Church of Scientology would break and enter his home to  
15 retrieve them. Thus, Defendant Armstrong made copies of  
16 certain documents for Mr. Garrison and maintained them in a  
17 separate location.

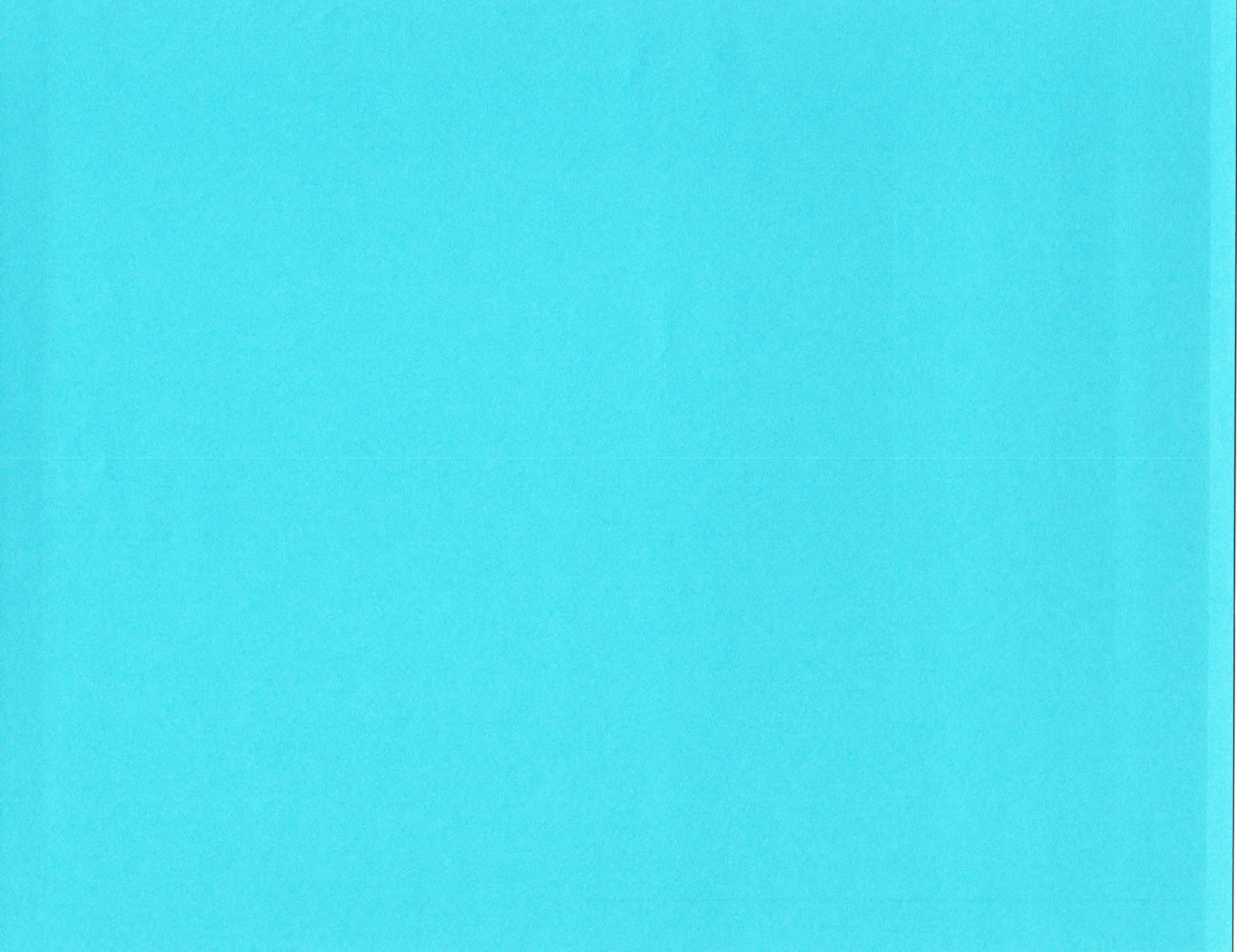
18 It was thereafter, in the summer of 1982, that Defendant  
19 Armstrong asked Mr. Garrison for copies of documents to use in  
20 his defense and sent the documents to his attorneys, Michael  
21 Flynn and Contos & Bunch.

22 After the within suit was filed on August 2, 1982,  
23 Defendant Armstrong was the subject of harassment, including  
24 being followed and surveilled by individuals who admitted  
25 employment by Plaintiff; being assaulted by one of these  
26 individuals; being struck bodily by a car driven by one of  
27 these individuals; having two attempts made by said individuals  
28 apparently to involve Defendant Armstrong in a freeway



1 automobile accident; having said individuals come onto  
2 Defendant Armstrong's property, spy in his windows, create  
3 disturbances, and upset his neighbors. During trial when it  
4 appeared that Howard Schomer (a former Scientologist) might be  
5 called as a defense witness, the Church engaged in a somewhat  
6 sophisticated effort to suppress his testimony. It is not  
7 clear how the Church became aware of defense intentions to call  
8 Mr. Schomer as a witness, but it is abundantly clear they  
9 sought to entice him back into the fold and prevent his  
10 testimony.





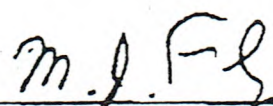


STIPULATION

The Church of Scientology of California, Mary Sue Hubbard, and Gerald Armstrong, by and through their undersigned counsel, hereby stipulate that in any retrial ordered by any appellate court in Church of Scientology of California v. Gerald Armstrong, LASC No. C 420153, the total damages awarded to the Plaintiff Church of Scientology of California and Plaintiff in Intervention Mary Sue Hubbard, combined for any and all causes of action, shall not exceed twenty five thousand and one dollars (\$25,001.00).

DATED:

12/10/86

  
MICHAEL J. FLENN

Attorney for Defendant  
Gerald Armstrong

DATED:

Dec 10, 1986

  
JOHN G. PETERSON

Attorney for Plaintiff  
Church of Scientology  
of California

DATED:

  
MICHAEL LEE HERTZBERG

Attorney for Intervenor  
Mary Sue Hubbard







6

INDEMNITY AGREEMENT

The undersigned hereby agree to jointly indemnify MICHAEL J. FLYNN within the limitation described in the last paragraph hereof, in the event, and only in the event, all of the following conditions occur:

1. The case of Church of Scientology of California v. Armstrong, Los Angeles Superior Court No. 420153 and Court of Appeal No. B005912 the appeal of which is presently pending before the California Appellate Courts, Second District, is reversed and the damage cause of action therein is remanded for a retrial by said the Appellate Court; and

2. The Plaintiff therein, Church of Scientology of California, retries any part of said action, pursuant to that remand, wherein the Church of Scientology of California prays for damages; and

3. Judgment is entered pursuant to said retrial in favor of the Church of Scientology of California and against Gerald Armstrong; and

3. Gerald Armstrong pays any part or all of said judgment for damages; and

4. Michael J. Flynn reimburses Gerald Armstrong for any part or all of the monies paid to the Church of Scientology of California by Gerald Armstrong pursuant to the said judgment.

If all of the foregoing conditions occur the undersigned will indemnify Michael J. Flynn only for the sum of money he has reimbursed Gerald Armstrong. In no event will the undersigned

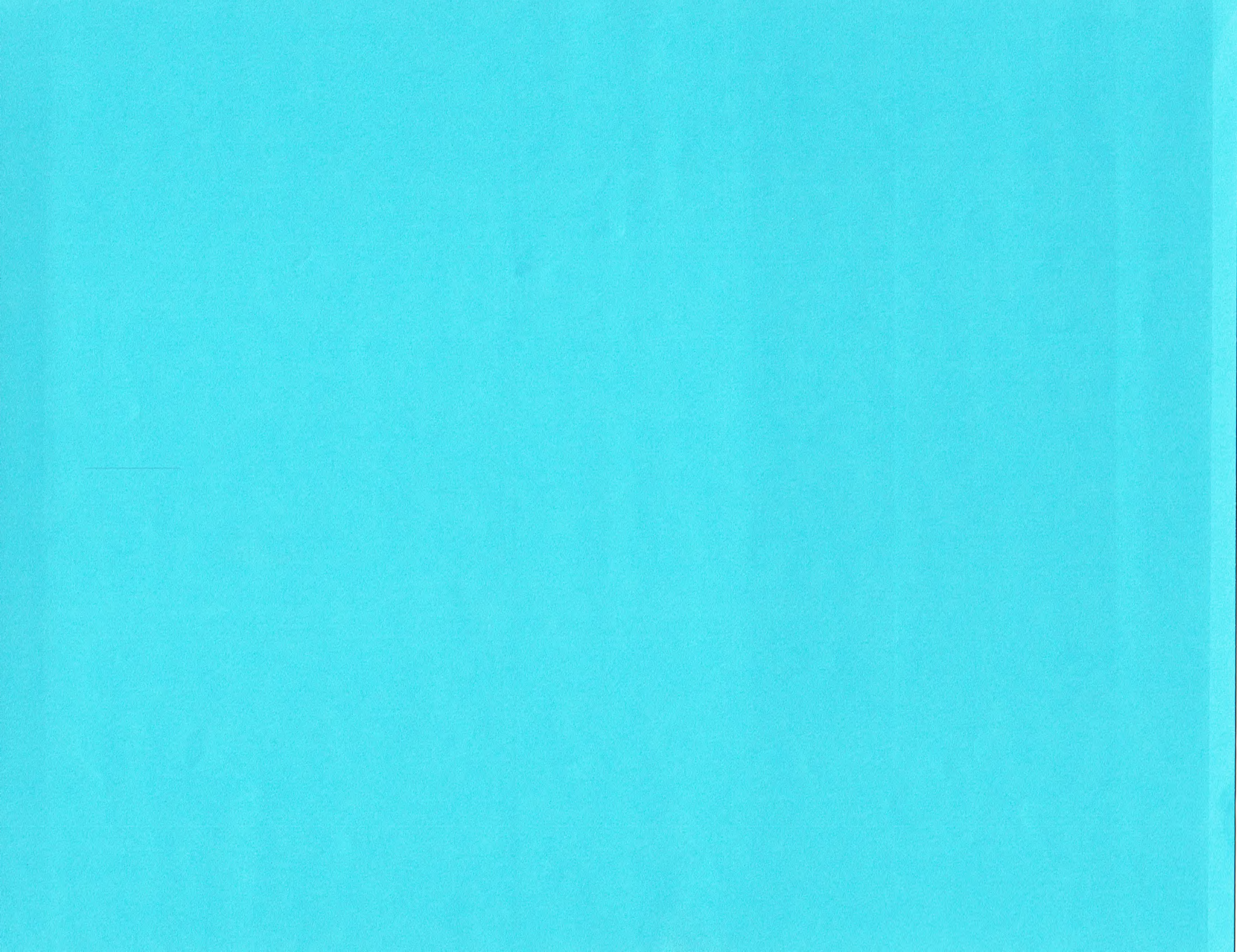


indemnify Michael J. Flynn for any sum greater than twenty-five thousand dollars.

*Earle C. Cooley*  
\_\_\_\_\_  
EARLE C. COOLEY

*Lawrence E. Heller*  
\_\_\_\_\_  
LAWRENCE E. HELLER







IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

--oOo--

CHURCH OF SCIENTOLOGY )  
INTERNATIONAL, a California )  
not-for-profit religious )  
corporation, )

Plaintiff, )

vs. )

GERALD ARMSTRONG; DOES 1-25, )  
inclusive, )

Defendants. )

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**OCT 26 1992**

**HUB LAW OFFICES**

DEPOSITION OF

GERALD ARMSTRONG

Volume III

October 7, 1992

REPORTED BY: LARRY BOSTOW, CSR# 5941



1 CNN interview that you've described?

2 A. It was after.

3 Q. Do you recall if it was before or after the  
4 first time you came down to Los Angeles for a hearing in  
5 this case, after it had been transferred to Los Angeles?

6 A. I believe it was before.

7 Q. Okay. How did you come to have an interview  
8 with Mr. Horne?

9 A. I think that it stems from my involvement in  
10 Scientology litigation, which subject he was covering in  
11 his story.

12 Q. Did he contact you, or did you contact him?

13 A. I believe he contacted me.

14 Q. By telephone or in person or in writing?

15 A. I believe by telephone.

16 Q. Do you recall approximately how long before  
17 your interview with Mr. Horne he contacted you by  
18 telephone?

19 A. It might have been as long as a couple of  
20 weeks.

21 Q. And your interview was in person, was it  
22 not?

23 A. Yes.

24 Q. As best you can recall, when Mr. Horne  
25 contacted you by telephone that first time, what did he



1 say to you and what did you say to him?

2 A. I have no recollection.

3 Q. Did you have any subsequent telephone calls  
4 with Mr. Horne before you were interviewed by him in  
5 person?

6 A. I believe so.

7 Q. Do you recall how many?

8 A. Perhaps two.

9 Q. Can you distinguish between the two  
10 conversations in your mind, or do they blur together when  
11 you think about them?

12 A. I distinguish them by his proximity: As he  
13 approached, he made a call.

14 Q. As he approached San Anselmo from some other  
15 part of the country?

16 A. Correct.

17 Q. Do you recall what was said in the first  
18 conversation?

19 A. No.

20 Q. Do you recall anything that was said by  
21 either of you in the second conversation?

22 A. It related to logistics, when was he  
23 arriving.

24 Q. Approximately how much time did you spend  
25 with him after he had arrived?



1 A. I believe I spent, myself, perhaps an hour  
2 and a half with him.

3 Q. Do you know anyone else who spent time with  
4 him?

5 A. Mr. Greene spent some time with him.

6 Q. Do you recall how much time?

7 A. No.

8 Q. Was Mr. Greene present when you were  
9 interviewed by him?

10 A. Some of the time.

11 Q. Were you present when Mr. Greene was  
12 interviewed by him?

13 A. Some of the time.

14 Q. Where did your interview take place?

15 A. In the office and walking into San Anselmo,  
16 having lunch, and returning.

17 Q. Mr. Horne arrived at your office on the day  
18 of the interview, which date you don't recall; is that  
19 right?

20 A. I'm sorry. I didn't get that.

21 Q. Did Mr. Horne arrive on his own at your  
22 office?

23 A. Yes.

24 Q. Was he by himself?

25 A. Yes.



1 Q. Did he tape-record the interview?

2 A. No.

3 Q. Did he take notes?

4 A. At times.

5 Q. Do you remember the subjects that you  
6 discussed with Mr. Horne?

7 A. Broadly, yes.

8 Q. Did you tape the interview with Mr. Horne?

9 A. No.

10 Q. Did Mr. Greene?

11 A. I don't know.

12 MR. GREENE: God may have.

13 MS. BARTILSON: God records everything,  
14 Ford. Best court reporter of all.

15 Q. What subjects do you recall discussing with  
16 Mr. Horne, speaking of broad subjects now?

17 A. The effect of the settlement agreements, the  
18 plight of the organization, what it would take to end its  
19 legal troubles.

20 Q. Anything else?

21 A. That's, basically, it.

22 Q. When you say "the effect of the settlement  
23 agreements," you are talking about agreements other than  
24 just yours?

25 A. Mine and others of that ilk, so both on a



1 personal and theoretical and real level.

2 Q. And you are talking here about other  
3 settlement agreements that included nondisclosure  
4 agreements; is that right?

5 A. What was your question again?

6 Q. When you say "others of that ilk," you are  
7 discussing other settlement agreements that included  
8 nondisclosure provisions; is that correct?

9 A. Specific to the organization, yes.

10 Q. Did you discuss your own litigation with CSI  
11 with Mr. Horne?

12 A. I believe it was discussed in some form, the  
13 specifics about which I do not know.

14 Q. You don't know, or you don't recall?

15 A. I fail to see a difference in that sentence  
16 or context.

17 Q. Well, if you don't know something was  
18 discussed, you could not know it by never having been  
19 there or it never having come up.

20 A. But you know that I was there, and I said it  
21 had come up. So we've eliminated those two from the  
22 definition, at least, the distinction between "know" and  
23 "recall" in that sentence.

24 In any case, if it would speed things: I do  
25 not recall.



1 Q. Did you discuss with Mr. Horne any of your  
2 experiences that you had had with any Church of  
3 Scientology or with Mr. Hubbard prior to 1986?

4 A. I only met him in 1992.

5 Q. Right.

6 Did you discuss with him any experiences you  
7 had had with the Church of Scientology or Mr. Hubbard,  
8 and dating those experiences back to before 1986?

9 A. I have no recollection of any specific  
10 experience being discussed.

11 Q. Might have; might not have; you just don't  
12 recall?

13 MR. GREENE: Objection.

14 You can answer the question.

15 THE WITNESS: Yes.

16 MS. BARTILSON: Q. But you discussed the  
17 settlement agreements with him; is that right?

18 A. That is one of the things which I recall at  
19 this time.

20 Q. Did you give him a copy of your settlement  
21 agreement?

22 A. I don't believe so.

23 Q. Did you give him any documents?

24 A. I may have.

25 Q. Do you recall, as you sit here today, any



1 documents that you know you gave to him?

2 A. No.

3 Q. Did your lawyer give him any documents?

4 A. I don't know.

5 Q. If you had given Mr. Horne any documents, is  
6 there anywhere you might have made note of that or kept a  
7 record of it in some way?

8 A. There could be.

9 Q. Where would that be?

10 A. I don't know.

11 Q. You might have made such a note, but you  
12 don't know where that note would be?

13 MR. GREENE: Okay. Enough. Speculation.

14 Don't answer any more of these "if you"-type  
15 questions.

16 MS. BARTILSON: Well, I'm trying to find out  
17 if there's anything in existence that could refresh the  
18 witness's recollection, and I think I'm entitled to that.

19 MR. GREENE: Then ask him. No more  
20 speculative questions.

21 Don't answer the "if," speculative,  
22 questions.

23 MS. BARTILSON: Q. When you gave documents  
24 to reporters or other members of the media, Mr.  
25 Armstrong, has it been your custom and practice to make



1 notes of that fact?

2 MR. GREENE: No foundation.

3 Don't answer the question.

4 MS. BARTILSON: Don't answer the question  
5 because no foundation?

6 MR. GREENE: Right. No foundation for it --  
7 I'm sorry.

8 It assumes a fact not in evidence, which is  
9 a similar objection. I will add that.

10 Absolutely no foundation of Mr. Armstrong  
11 giving documents to reporters, the foundation of Mr. --  
12 of Mr. Armstrong providing an interview.

13 MS. BARTILSON: Mr. Greene, you told me I  
14 wasn't supposed to talk about things that had already  
15 been discussed in other depositions, and he already  
16 testified about giving documents to reporters in other  
17 depositions.

18 MR. GREENE: Great. Then bring it up and  
19 put it in front of him.

20 MS. BARTILSON: I thought you didn't want me  
21 to discuss that again. Why should we do it twice? It's  
22 pointless. The foundation has been laid in previous  
23 depositions.

24 MR. GREENE: Not in this case. Sorry you  
25 are confused, Counsel.



1 MS. BARTILSON: Q. Have you ever given  
2 documents to any reporters or other representatives of  
3 the media, Mr. Armstrong?

4 A. Yes.

5 Q. Have you done that on more than one  
6 occasion?

7 A. Yes.

8 Q. Approximately how many times would you say  
9 you've done that?

10 A. Seventeen.

11 Q. Is that an approximate figure, or is that an  
12 exact figure?

13 A. It depends on your viewpoint.

14 Q. As you sit here today, you can independently  
15 recall 17 times when you gave documents to  
16 representatives of the media; is that right?

17 A. No, that mischaracterizes my testimony.

18 Q. Okay.

19 A. Approximately 17, the specifics of which are  
20 another matter.

21 Q. Have you kept notes or records concerning  
22 any of those approximately 17 times when you gave  
23 documents to representatives of the media?

24 A. Some.

25 Q. On those 17 occasions, or approximately 17



1 occasions, when you have given documents to  
2 representatives of the media, have the documents  
3 concerned in any way the Church of Scientology  
4 International or any related entity or individual?

5 A. Yes.

6 Q. On all of the occasions that we're  
7 discussing or just some of them?

8 A. Some.

9 Q. Of the 17, how many?

10 A. Eleven.

11 Q. Looking only at those 11 times when you gave  
12 documents to representatives of the media, did you make  
13 notes concerning the documents that you were giving away?

14 A. I have no recollection of making a note.

15 Q. On any of those occasions?

16 A. Right.

17 Q. Getting back to your interview with Mr.  
18 Horne: Did you discuss the Breckenridge opinion with  
19 him?

20 A. As long as it is understood by my answer  
21 that I am willing to discuss the Breckenridge opinion  
22 with anyone at any time: I have no recollection of so  
23 doing with Mr. Horne.

24 MR. GREENE: Bonus answer.

25 MS. BARTILSON: Q. So you probably did, but



1 you don't recall?

2 MR. GREENE: Don't answer the question.  
3 Calls for speculation. You've already answered it; it is  
4 asked and answered also.

5 MS. BARTILSON: Q. Do you recall any  
6 other -- Forget that.

7 You said that you discussed with Mr. Horne  
8 the effect of the settlement agreement.

9 Do you recall specifically anything you said  
10 to Mr. Horne concerning that?

11 A. Not specifically.

12 Q. Do you recall in general anything that you  
13 said to Mr. Horne concerning that?

14 A. Generally, that they obstruct justice, that  
15 they are illegal, that I have a right to speak out  
16 against them, to divulge the contents, which I see as an  
17 obstruction of justice and illegal, and that I have a  
18 right to correct the injustices wrought by those rotten  
19 agreements.

20 Q. Good pun, Gerry.

21 And you also said that you discussed with  
22 him what it would take to end the organization's legal  
23 troubles.

24 Can you recall anything specific that you  
25 discussed with him concerning that?

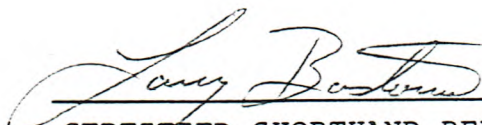


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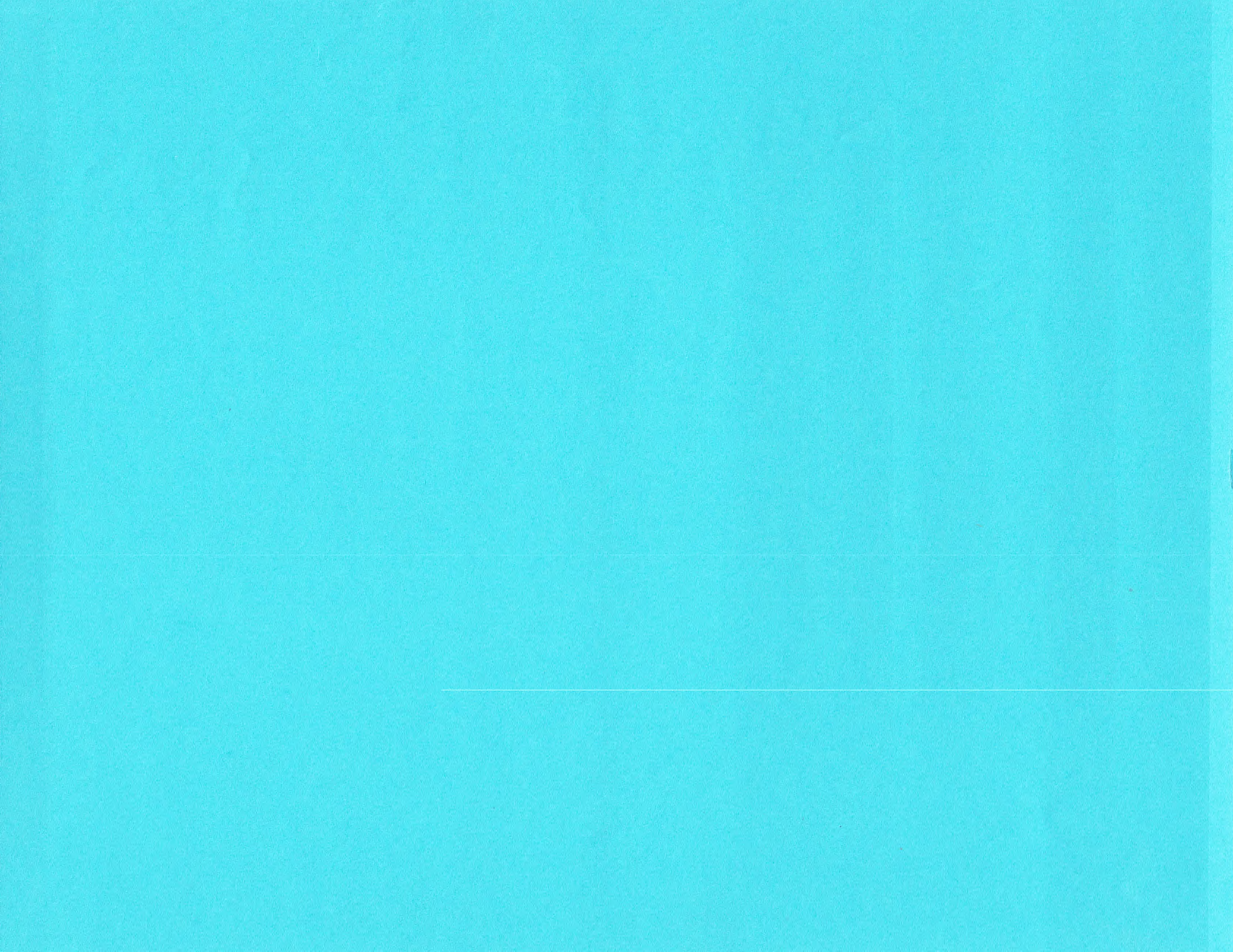
I, the undersigned, a Certified Shorthand Reporter of the State of California, hereby certify that the witness in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and place therein stated; that the testimony of said witness was reported by me, a Certified Shorthand Reporter and disinterested person, and was thereafter transcribed under my direction into typewriting; that the foregoing is a full, complete and true record of said testimony; and that the witness was given an opportunity to read and, if necessary, correct said deposition and to subscribe the same.

I further certify that I am not of counsel or attorney for either or any of the parties in the foregoing deposition and caption named, nor in any way interested in the outcome of the cause named in said action.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my signature this 23 day of OCT 1992, 1992

  
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STATE OF CALIFORNIA





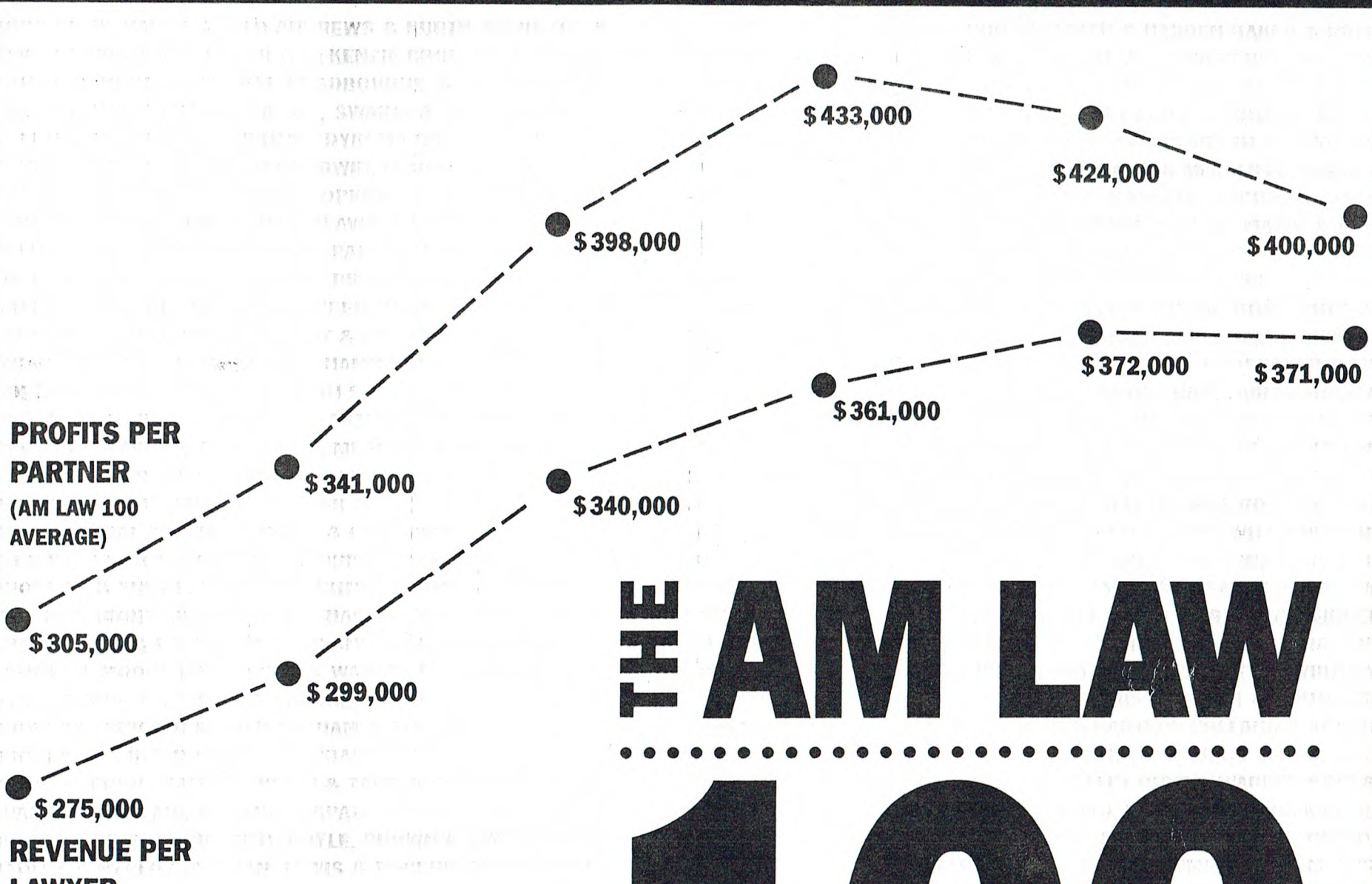


PRO BOND SURVEY  
HOW THE RICHEST FIRMS  
STACK UP

SECOND CLASS

# THE AMERICAN LAWYER

JULY/  
AUGUST 1992



**PROFITS PER PARTNER**  
(AM LAW 100 AVERAGE)

**REVENUE PER LAWYER**

# THE AM LAW



# 100



Partner earnings, and more for the  
s. Plus an analysis of the numbers and  
on.

## u: A Primer On Law 100

, but the bottom wasn't too far down.  
won't be so bad

SS

Am Law 100 firms haven't  
es, but they haven't upped their  
NZER



Plaintiffs lawyer Guy Saperstein with three of the claimants in the State Farm sex discrimination case

## FEATURES

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### Runaway Train

In the State Farm sex discrimination case—the biggest in history—the lawyers made out almost as well as the claimants

—BY GAY JERVEY

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### Is A Rose A Rose?

Outsiders assume that Hillary Clinton reigns at The Rose Law Firm, but it's not her fiefdom at all. A portrait of a firm learning to live democratically—BY AUDREY DUFF

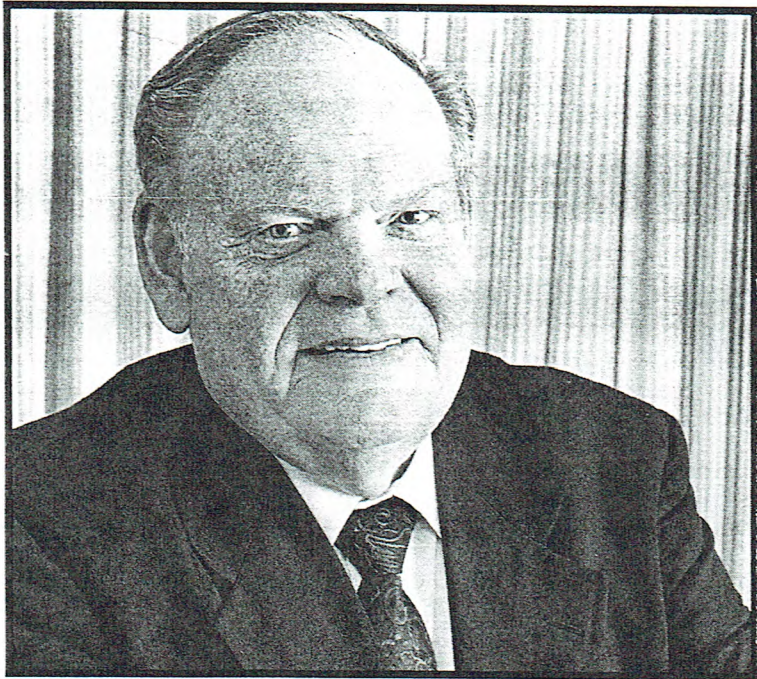
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### The Two Faces Of Scientology

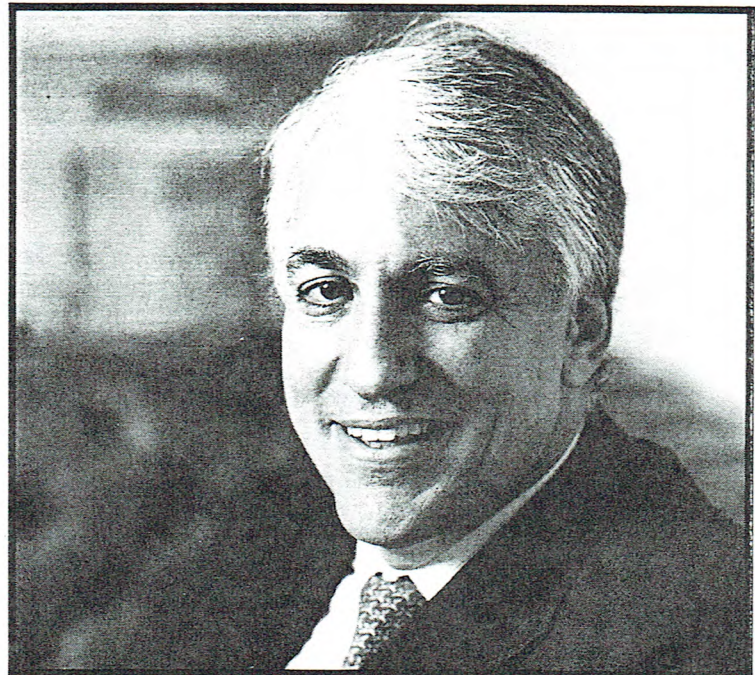
When the Church of Scientology is not pursuing its detractors with detectives and bulldog litigators, it's hiring low-key establishment lawyers to work within the system. So who's in charge of the \$416 million libel suit against *Time*?—BY WILLIAM W. HORNE



# The **TWO** **Faces** of



The old guard: Combative Boston litigator Earle Cooley



The new guard: Gerald Feffer of Williams & Connolly

# **SCIENTOLOGY**



# The Church of Scientology uses private detectives and bulldog litigators to pursue its numerous detractors. It also hires low-key establishment lawyers who work quietly within the system. So who is directing the \$416 million libel suit against *Time*?

**O**n April 27, 1992, lawyers for the Church of Scientology International filed a \$416 million libel action in federal court in New York against Time Warner, Inc.,\* Time Inc. Magazine Company, and writer Richard Behar for Behar's scathing portrayal of the church in *Time* magazine's May 6, 1991, cover story, "Scientology: The Cult of Greed." Behar characterized the church as a "hugely profitable global racket" that has "shielded itself exquisitely behind the First Amendment as well as a battery of high-priced criminal lawyers and shady private detectives."

For those who have read Behar's piece and know something of Scientology's litigious history, the suit, filed a week before the statute of limitations for a libel action tolled, does not come as a surprise. After all, in the preceding year church entities had filed defamation actions in the U.S. against five of Behar's sources and sued Behar—and *Reader's Digest*, which excerpted and reprinted the article last fall—for defamation in Paris. (The Paris suit was dismissed in April.)

In fact, the church has a reputation for hiring bulldog lawyers like Earle Cooley, the gravelly voiced name partner of Boston's 18-lawyer Cooley, Manion, Moore & Jones (and a Scientologist himself), to bring suits against, and defend suits filed by, the church's numerous detractors—most of them former members. The lawyers also regularly sue the federal government: The church today has approximately 100 suits pending against the Internal Revenue Service alone, according to Justice Department spokesperson Melissa Burns.

These lawyers have tended to pursue cases with

\*Time Warner is a partner in American Lawyer Media, L.P.

a zealotry that harkens back to the church's paranoid past, a past that includes, among other things, the conviction of 11 of its leaders, nine in 1979 and two in 1980, for burglarizing the offices of the IRS, the Justice Department, and other government agencies. Church opponents ascribe such zealotry to Scientology's most damning legacy—"fair game," a doctrine written by church founder L. Ron Hubbard in October 1967 (and supposedly rescinded a year later) that specified that Scientologists can use any means necessary to destroy enemies of the church [see sidebar, "What Is Scientology?" page 76].

In particular, Los Angeles's 14-lawyer Bowles & Moxon, which does more of the church's work than any other law firm and acts as Scientology's de facto in-house department, now seems to apply a sort of restrained fair game both inside and outside the legal arena. For instance, the firm—where all four partners are themselves Scientologists—uses detectives to investigate, thoroughly and sometimes intrusively, "anyone the church has a bone to pick with," according to one detective who has done a substantial amount of work for the church.

This is the face the public is most familiar with, that of a church ready to sue at the drop of a hat, and to use the legal system to harass opponents into submission or silence.

But there is another side, another face, to Scientology's legal machinations. At least one claim in the *Time* suit, for example, does raise a serious question about the accuracy and use of an important fact cited by *Time*. Behar's premise that the church is a "hugely profitable" business seems to be based in large part on one piece of financial data: that "in a

**By William W. Horne**



plaint.

(Behar stands by his figure. "The [court] filing . . . plainly and clearly shows income of five hundred three million dollars flowing into CST during that year," he says. Citing the ongoing litigation, he declines to comment on whether he saw the \$4 million tax filing in the court records but notes that, given the refusal of CST to cooperate with the IRS in the past, "I don't think the 1987 [tax form] can or should be taken at face value.")

Scientology's longtime libel counsel, Jonathan Lubell of New York's Morrison Cohen Singer & Weinstein, who filed the *Time* suit, says such an action is unusual for the church—and, in this instance, entirely warranted. "The church hadn't sued any media organization in the U.S. for libel for over ten years" prior to the spate of suits that followed Behar's article, he says.

Lubell is just one of a stable of reputable lawyers the church has hired over the last decade, who range from Yingling to criminal tax expert Gerald Feffer of D.C.'s 133-lawyer Williams & Connolly (Yingling's husband) to the church's general counsel, William Drescher, a former partner of L.A.'s now-defunct Wyman, Bautzer, Kuchel & Silbert.

These lawyers give credence to church leaders' assertions that while a small group of Scientologists ran amok in the 1970s, the church has since cleaned house. The leaders say the allegations of brainwashing, harassment, and other "fair game" tactics that civil plaintiffs cite today in tort claims for intentional infliction of emotional distress—and the similar allegations in Behar's article—are baseless attacks on First Amendment protected religious practices.

The question is, with such lawyers as Cooley and Bowles & Moxon on one side, and Feffer and Lubell on the other, which is the real face of Scientology?

### AM I BEING FOLLOWED?

Sitting in a small café in San Anselmo, California, Gerry Armstrong, 45, draws looks from the sundry weekend diners—bicyclists, hikers, and San Francisco day-trippers—who pop in for a sparkling water and an avocado sandwich. A tiny, fit man in a black T-shirt and jeans, he has lustrous belt-length chestnut hair with a matching beard and mustache that gives him a Christ-like appearance. He is the founder of his own church, which he says has no name. But he is also a former Scientologist who has himself launched or helped others launch more than a dozen legal attacks against the

of us is a spiritual being whom Hubbard called a "Thetan," who is basically good and is perpetuated through the millennia. But in each incarnation we are handicapped by the existence in us of "engrams"—spiritual pain or upset. Those engrams have to be erased or "cleared" by a process Hubbard developed called "auditing."

Auditing is a form of spiritual counseling in which the subject of the counseling answers exact questions posed by another Scientologist (the auditor) while holding on to an "E-meter"—an electrical device courts have referred to as a "crude lie detector" but that Rinder says measures mental energy. Auditors use the "E-meter" to locate and rid Scientologists of engrams.

Until the engrams are removed, the Thetan cannot operate optimally, and the Scientologist is known as a "pre-clear." After they are removed the Scientologist is "clear" and becomes an "Operating Thetan." As he progresses, he achieves "case gain"—physical and spiritual improvement—and moves "up the Bridge of Freedom." Operating Thetans progress through eight stages, from OTI to OT8, to achieve the full rehabilitation of their

church since leaving in late 1981.

"I've said all they need to do is settle publicly and honestly and repudiate 'fair game,'" he says, his bushy eyebrows knit together in concentration.

In 1986, according to both Armstrong and papers recently filed in federal district court, Armstrong received an \$800,000 settlement from the church in a suit charging that he had been harassed and had suffered emotional distress. He currently is fighting a suit by the church that seeks to compel him to abide by the settlement provisions, which require him to refrain from abetting any suits against the church or discussing either the terms of the settlement or the church itself with other than family members. (He now works as a paralegal for San Anselmo-based solo practitioner Ford Greene, who has represented approximately ten plaintiffs against the church.) As Armstrong leaves the café, he points out a middle-aged man across the street holding a camera. "That's one of them," he says excitedly as we walk away. "Watch this."

Sure enough, just before we round a corner, the man swings his camera in our direction. When Armstrong trots back and confronts him, the man appears befuddled, denying he is a detective and explaining that he is taking pictures for a photography class. Armstrong isn't convinced. "I'm sure he

\$3,200 for members. (Joining the—which is open to Scientologists and non-Scientologists alike—costs \$300 for a one-year membership or \$2,000 for a lifetime membership.) These course fees can be reduced and in some cases eliminated if one becomes a staff member or otherwise becomes more actively involved—for instance, by becoming an auditor.

Still, the relatively high donations charged for church services are at the crux of many of the church's disputes with the IRS and others who ask: Is Scientology a business or is it a religion? Courts have ruled both ways.

In 1989, for example, the U.S. Supreme Court ruled in a 5-to-2 decision that the fixed donations could not be declared as charitable contributions. But church lawyers argued persuasively that these donations are no different than "pew rents" charged by the Catholic church or the tithing required of Mormons, both of which are tax-deductible. The church won a strong dissent from Justices Antonin Scalia and Sandra Day O'Connor, who found the donations "indistinguishable" from payments made by other religions.

works for the organization," Armstrong later says (refusing, as he always does, to call Scientology a church).

The photographer may have been innocent (Armstrong is, after all, an intriguing photography subject); he may have been an investigator. But what is certain is that Armstrong's fears are symptomatic of the paranoia displayed on all sides by most of the 65 lawyers, judges, and litigants interviewed for this article. While opposing counsel and litigants see Scientology behind every untoward occurrence in their lives, from near misses on the freeway to hangup phone calls, church leaders and their lawyers tie every criticism and legal attack into a massive conspiracy supposedly aimed at toppling the church.

The evidence on both sides is often as inconclusive as Armstrong's charges against the photographer. Still, when it comes to the legal arena, Scientologists often end up on the losing end.

"In addition to violating and abusing its own members' civil rights, the organization over the years with its 'fair game' doctrine has harassed and abused those persons not in the church whom it perceives as enemies," wrote Los Angeles County Superior Court judge Paul Breckenridge, Jr., in a June 1984 ruling in Gerry Armstrong's first case, where a church suit against him seeking return of church-related doc-



# ntology?

al abilities.  
ascend the Bridge, a Scientologist  
ake an increasingly complex and  
ive series of auditing and training  
s based upon copyrighted church  
res. For example, the "Hubbard  
ed Scientologist Course" (the du-  
of which varies, depending upon  
ividual student), is an introductory  
g course. The "requested dona-  
s \$350 for the public and \$280 for a  
er of the International Association of  
ologists, according to Rinder; "In-  
Auditing," a twelve-and-a-half-  
course, costs \$4,000 for nonmembers  
3,200 for members. (Joining the  
which is open to Scientologists and  
scientologists alike—costs \$300 for  
year membership or \$2,000 for a  
e membership.) These course fees  
reduced and in some cases elimi-  
if one becomes a staff member or  
ise becomes more actively in-  
—for instance, by becoming an  
r.  
e, the relatively high donations  
ed for church services are at the  
f many of the church's disputes with  
S and others who ask: Is Scientolo-  
business or is it a religion? Courts  
aled both ways.

989, for example, the U.S. Supreme  
ruled in a 5-to-2 decision that the  
donations could not be declared as  
able contributions. But church  
rs argued persuasively that these  
ons are no different than "pew  
charged by the Catholic church or  
ing required of Mormons, both of  
are tax-deductible. The church  
strong dissent from Justices Anto-  
calia and Sandra Day O'Connor,  
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cent (Armstrong is, after all, an  
guing photography subject); he  
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ed for this article. While opposing  
sel and litigants see Scientology  
ed every untoward occurrence in  
lives, from near misses on the  
way to hangup phone calls, church  
rs and their lawyers tie every

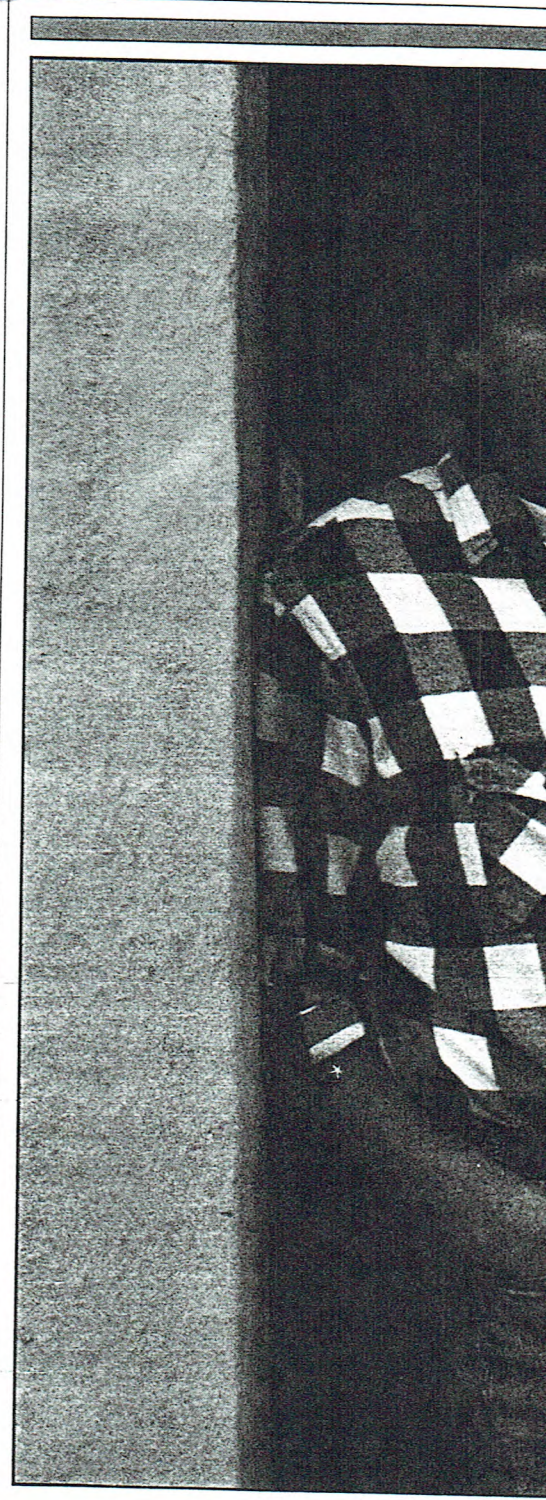
uments backfired. After gratuitously  
labeling the church leaders "schizo-  
phrenic and paranoid," Breckenridge  
concluded that Armstrong, who had  
obtained the documents after he left the  
church in December 1981 as what he  
called a hedge against retaliatory action  
by the church for leaving, had been  
followed and surveilled by individuals  
working for the church who had also  
assaulted him, trespassed on his prop-  
erty, spied in his windows, created dis-  
turbances, and upset his neighbors.  
The judge upheld Armstrong's justifi-  
cation defense, dismissed the church's  
charges, and awarded judgment and  
costs to Armstrong.

Breckenridge's ruling pumped new  
life into a host of other civil suits  
against the church that followed on the  
heels of the convictions in 1979 and  
1980 of the 11 church leaders for infil-  
trating federal offices. Civil com-  
plaints were based upon church mate-  
rials the FBI had seized—and that were  
entered into the record in the criminal  
prosecution—that indicated a pattern of  
harassment and covert operations by  
the church's intelligence unit, the  
Guardian's Office, against its enemies,  
many of them former church members.

Plaintiffs charges in the nearly three  
dozen suits ranged from unlawful im-  
prisonment to negligence. Several at-  
tacked the church practice of "audit-  
ing"—a kind of one-on-one confessional  
made by a Scientologist in response to  
questions from another church member  
while being monitored by an "E-  
meter," a sort of modified lie detec-  
tor—as intentional infliction of emo-  
tional distress.

Many early church lawyers—primari-  
ly civil liberties lawyers, including the  
late First Amendment star Leonard Bou-  
din—defended the civil suits on religious  
freedom grounds. But some of these civil  
libertarians and other lawyers (such as  
the late L.A. solo practitioner John Peter-  
son, the church's first de facto general  
counsel) pursued more questionable  
tactics: flooding dockets with motions,  
suing those who had sued the church in  
multiple jurisdictions, and even suing  
the plaintiffs' lawyers. Boston personal  
injury lawyer Michael Flynn, for ex-  
ample, who at one time represented  
more than two dozen plaintiffs against  
the church, was sued by the church  
more than a dozen times in four juris-  
dictions for everything from contempt  
of court to defamation. All the suits  
were eventually dropped or dismissed.  
(Flynn declined comment pursuant to  
the terms of a settlement he received  
from the church in 1986.)

In addition, the church wrote nine let-  
ters of complaint to the Massachusetts  
Board of Bar Overseers about Flynn al-  
leging unethical conduct—one complaint



Former Scientologist Gen  
San Anselmo, California, s

yer by Cooley, who says he "assumes"  
it became operative. Regardless, ac-  
cording to a spokesperson for the  
Massachusetts Board of Bar Over-  
seers, Flynn has never been the subject  
of a disciplinary action.

Plaintiffs lawyer Charles O'Reilly  
claims he became a target for retalia-  
tion after he won a \$30 million jury  
verdict against the church on behalf of  
former Scientologist Larry Woller-  
sheim in 1986 in California superior  
court. (The verdict was reduced to \$2.5  
million and finally off

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Former Scientologist Gerry Armstrong (right), who has played a part in more than a dozen suits against San Anselmo, California, solo practitioner Ford Greene, who has represented approximately ten plaintiff

yer by Cooley, who says he "assumes" it became operative. Regardless, according to a spokesperson for the Massachusetts Board of Bar Overseers, Flynn has never been the subject of a disciplinary action.

Plaintiffs lawyer Charles O'Reilly claims he became a target for retaliation after he won a \$30 million jury verdict against the church on behalf of former Scientologist Larry Wollersheim in 1986 in California superior court. (The verdict was reduced to \$2.5 million and finally affirmed on appeal this March; the church petitioned the California Supreme Court for review on May 29.) Wollersheim had alleged that the church's fair game harassment tactics and coercive religious practices, such as auditing, exacerbated an existing mental illness. O'Reilly contends that, in the years following the verdict, he was questioned by the California state bar for substance abuse (the inquiry was eventually dropped), by the IRS (an investigation is ongoing), and by the state franchise tax board (no charges were ever brought). The evidence of church involvement in these matters is circumstantial—and thin. O'Reilly points to documents filed in federal court by church lawyers during

## "They [should] settle publicly and honestly and repudiate 'fair game,' " says Armstrong.

the *Wollersheim* case seeking records from substance abuse treatment centers relating to him. "I've never been in any of those facilities," he says. O'Reilly presents no other proof of church involvement.

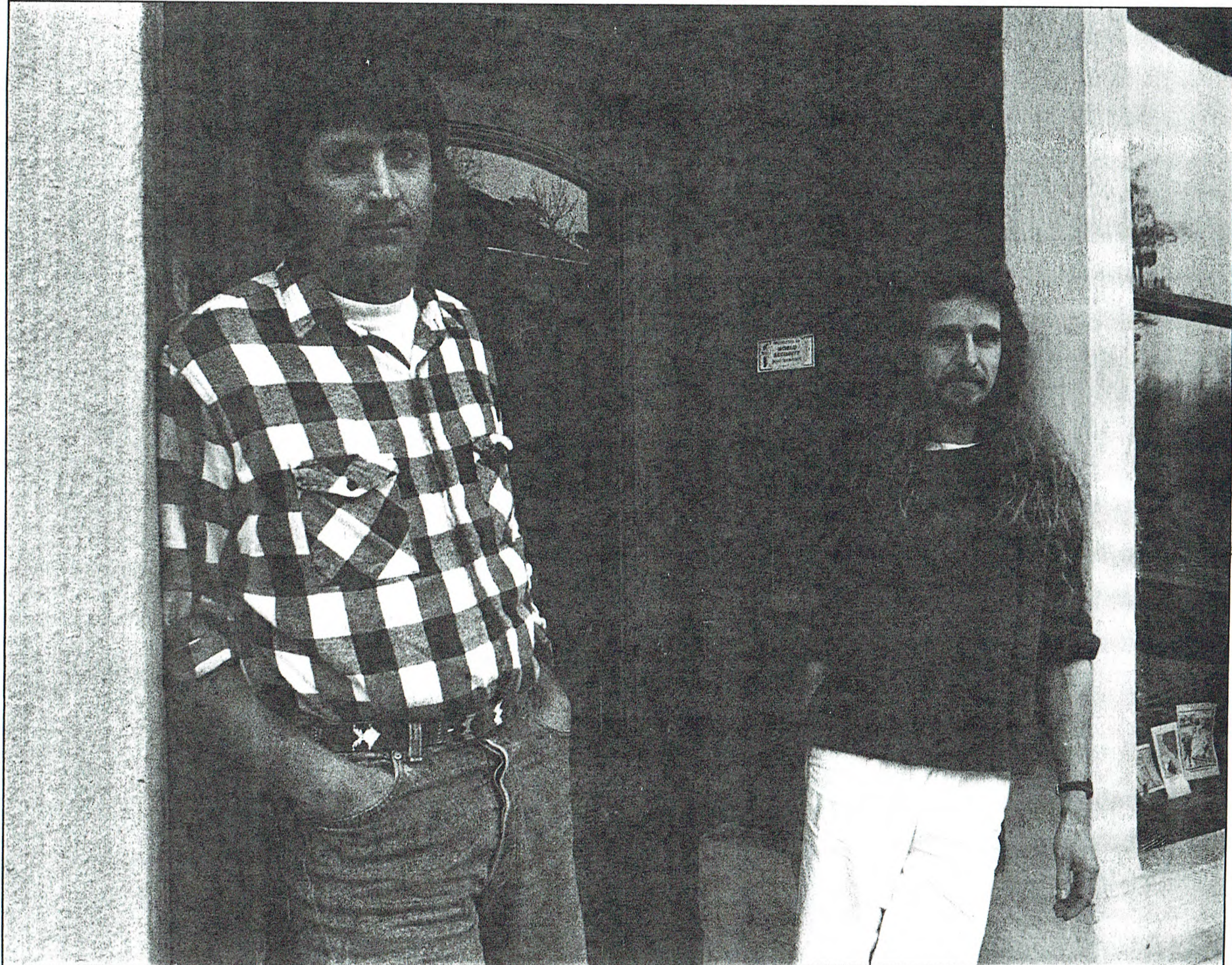
California superior court judge Ronald Swearinger, who presided over the *Wollersheim* trial, describes the case itself as anything but normal: Church trial lawyer Cooley and his co-counsel, the late John Peterson, filed a number of unsuccessful "writs and motions" throughout the trial in an attempt to halt it, according to Judge Swearinger. Three days into the trial, the judge says, they moved for his disqualification, based on "some secret conversation I'd had with someone I'd never heard of." They also filed a Section 1983 federal civil rights action against both him and the judge who sat on the case

prior to him, says Swearinger, on the theory that by allowing the case to go to trial, the judges were denying the church its civil rights. (Cooley confirms that the Section 1983 action and the disqualification motion were filed.)

But Swearinger's recollections of the oddities of the *Wollersheim* case go beyond court filings: "I was followed [at various times] throughout the trial . . . and during the motions for a new trial," the judge claims. "All kinds of things were done to intimidate me, and there were a number of unusual occurrences during that trial. My car tires were slashed. My collie drowned in my pool. But there was nothing overtly threatening, and I didn't pay attention to the funny stuff."

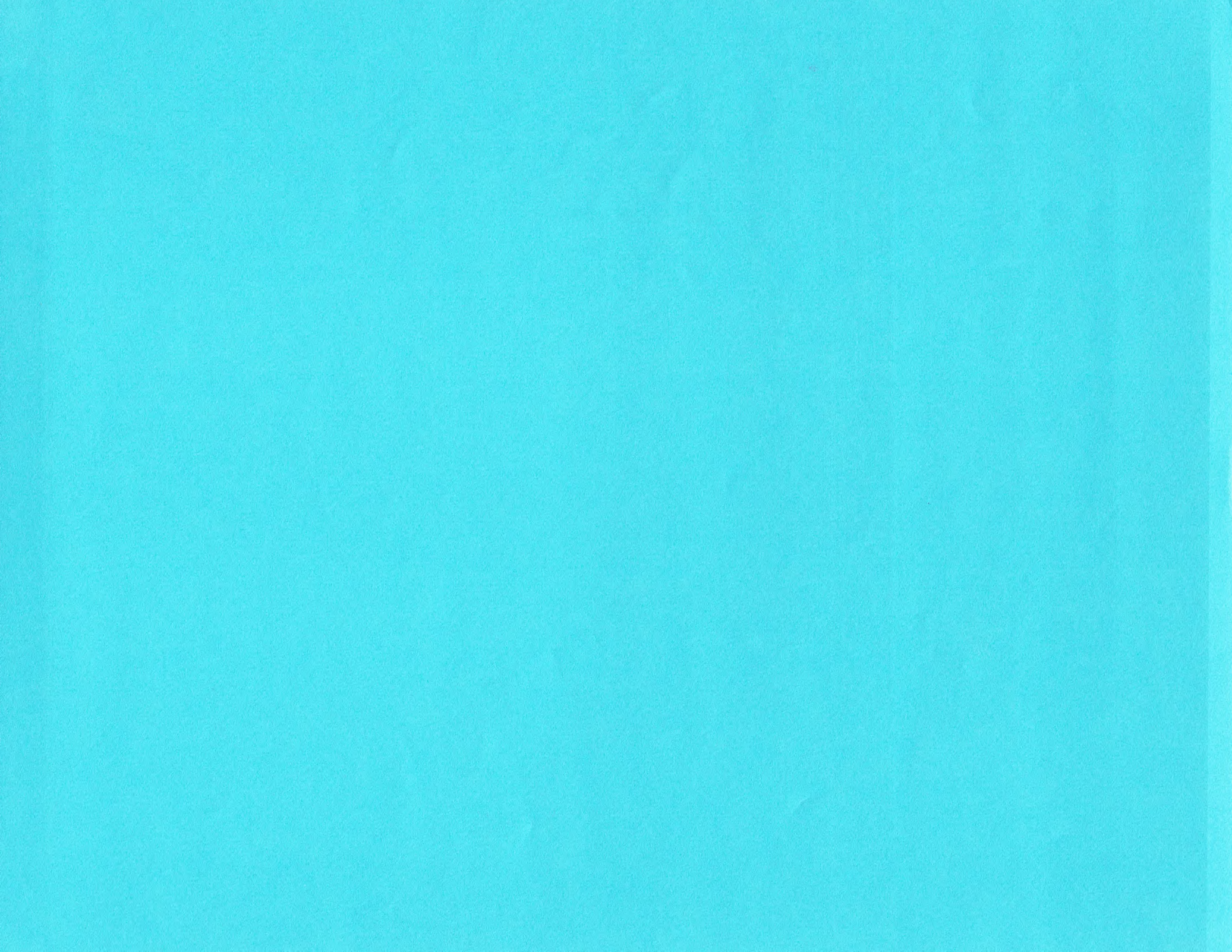
Church official Kurt Weiland strenuously denies Swearinger's assertions: "The allegations that the church had





**Former Scientologist Gerry Armstrong (right), who has played a part in more than a dozen suits against the church, with San Anselmo, California, solo practitioner Ford Greene, who has represented approximately ten plaintiffs against the church**







# L. RON HUBBARD

## *Messiah or Madman?*

by Bent Corydon  
and L. Ron Hubbard, Jr.

*Lyle Stuart Inc. Secaucus, New Jersey*



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## Preface

In 1979 Omar Garrison, a professional writer who had previously written three books at the request of L. Ron Hubbard's agents, was commissioned by him to write Hubbard's biography. He was given access to thousands of private documents, many of which Hubbard erroneously believed no longer existed. Garrison spent 18 months poring over them and interviewing people from Hubbard's past. As he gained more and more information, he came to a decision that he could not, in good conscience, write the "PR" biography that had been intended.

In early 1984, disgusted by the entire affair and realizing he could not prevail over the inevitable harassment and legal/financial obstacle course awaiting him, Garrison accepted a large cash sum from Hubbard's agents not to write the biography which he was then planning. This one would have given what was, in his own estimation, a truthful account of Hubbard's life.

Garrison's efforts to bring out the truth turned out not to have been in vain. The majority of the documents and information, on which he was to have based his biography, were revealed in a trial in a Los Angeles courtroom in mid-1984. Gerry Armstrong, who assisted Garrison by locating thousands of Hubbard documents, and who was the subject of this trial, was consulted extensively.

These revelations backed up many of the stories told to me by Hubbard's first son, Ron Jr.

In 1970 Paulette Cooper wrote, and had published, a book called *The Scandal of Scientology* containing some biographical matter on Hubbard. She was hounded by Church of Scientology agents for a decade and at one period was almost convicted on Federal felony charges, having been framed by Church agents.

Recently, after the Church discovered that the book you are reading was being written, a roughly six foot four inch, 250 lb. man in

black leather jacket

Failing to locate  
not here, you'll find  
Ron's bridge!"\*  
him around.

Obscene and  
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telling her, "We

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During my visit  
Hubbard, Jr., a  
wife and now g

He claimed th  
chief consideration

\*The "bridge" which



black leather jacket and gloves arrived at my workplace asking for me.

Failing to locate me, he told one of my assistants, "Since Corydon's not here, you'll do." He then yelled, "You are standing in the way of Ron's bridge!"\* and proceeded to punch him in the face and knock him around.

Obscene and threatening phone calls to my home became commonplace, often occurring while I was out and directed at my wife, telling her, "We know you're alone."

L. Ron Hubbard, Jr., was contracted as co-author of this book and co-operated for more than half of its writing, providing information. He was then offered an undisclosed amount of money by Church of Scientology representatives to settle his claim against his father's estate. There was, however, also a requirement that he must cease any assistance on the book and remove his name from it.

He signed papers to that effect. Lyle Stuart, the publisher, having in hand a prior signed contract, decided to go ahead regardless.

The settlement ended a 26-year ordeal imposed upon him by his father. Less than a year after Ron Jr. left his father's organization in 1959, he was talking openly about his experiences. This was when his father wrote an official Church policy stating:

If attacked on some vulnerable point by anyone or anything or any organization, always find *or manufacture* enough threat against them to cause them to sue for peace. (Emphasis added)

In 1972, Ron Jr. had signed a letter saying, in effect, that statements he had made about his father were false. He later claimed he did so after much harassment.

Whenever Ron Jr. has spoken publicly since then, the Church has trotted out his "signed retraction."

Unfortunately for the Church, many other documents have surfaced in court that have backed up the majority of what Hubbard's son had been saying. And nothing he has said about his father has, to my knowledge, been disproven.

During my visits to his home in Carson City, Nevada, I found Ron Hubbard, Jr., a gentle man who showed enormous affection for his wife and now grown children.

He claimed that the well-being of his then young family was the chief consideration in signing this specious document.

\*The "bridge" which would "Lead Man to a higher plateau of happiness and ability."



I felt this had a ring of truth. Especially when added to what I knew of the sinister ability of Hubbard's agents to "persuade" others into complying with his intentions.

Ron Jr. is a diabetic. During the six months prior to his '86 settlement he had had part of his foot amputated and hovered near death for three days during a subsequent operation on his abdomen. These events, besides causing physical and emotional trauma, had left him in a financially devastated condition.

Nevertheless, though Ron Jr.'s lips were being sealed, he refused, this time, to sign any affidavit disclaiming his prior statements.

Concurrent with "the Church making peace" with Hubbard's eldest son, a woman—now in her mid-thirties with red hair and unmistakable features distinguishing her as a Hubbard—whose first name is Alexis, was paid a sum of money to settle her claim to part of Hubbard's estate.

She refused, however, to sign a document presented to her as part of the agreement by Church of Scientology representatives. It spelled out a bizarre claim that L. Ron Hubbard *Junior* is her real father. (The probate case being settled was based on the fact that the deceased L. Ron Hubbard *Senior* is her real father. His name is on her birth certificate.)

This attempt to get L. Ron Hubbard's daughter by his second marriage to attest that Hubbard's son is her real father was the latest in a long series of often shockingly successful cover-ups.

\*\*\*\*

Who was Hubbard? What are the many secrets he worked (and now his Church works) so hard to keep concealed?

The story of L. Ron Hubbard is a study of the bizarre. The more one knows about him, the more one feels he should have been impossible. It just could not happen. But there he was: A chain-smoking enigmatic bundle of contradictions.

Ron Jr. and his stepmother for five years, Sara Northrup Hubbard, were witness to a very different man from the one known to Scientology's zealous followers. Indeed they probably know him better than anyone.

They had stepped inside a very private and secret universe and stepped out again. They had entered the magic circle and escaped. And lived to talk about it.

But barely.

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proclaims the  
*Angeles Times*  
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